TERRA VERDE
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MANAGED SECURITY SERVICES AGREEMENT

THIS MANAGED SECURITY SERVICES AGREEMENT ("**Agreement**") is made and entered into the day referenced in an executed Order (defined below) (the "**Effective Date**") between Client (**"Client"**) and Terra Verde, LLC, an Arizona limited liability company ("**Terra Verde**"). Client and Terra Verde may each be referred to herein as a "**Party**" or collectively as the "**Parties**."

This Agreement sets forth the general terms and conditions pursuant to which Terra Verde will provide Services to Client. The specific engagement, including the scope and pricing of the Services, will be separately documented in an Order. Client shall place Orders with Terra Verde by submitting an executed form substantially similar to **Exhibit B**. The terms and conditions of this Agreement shall apply to all Orders and supersede any different or additional terms on Client's purchase orders or other documents. Orders issued by Client to Terra Verde are solely for the purpose of specifying Services to be performed pursuant to the Order, requesting delivery dates, identifying quantities and the amount of all Fees associated with the Order. All Orders placed with Terra Verde shall be subject to acceptance by Terra Verde, and thereafter shall incorporate this Agreement by reference. Once accepted, Client's Orders are non-cancellable by Client and delivery dates may be changed only upon Terra Verde's written consent. Unless otherwise set forth in the Order, Terra Verde shall coordinate its standard 40-hour work week for its professionals to take place within Client's normal business hours.

This Agreement and Orders, as well as any written amendments, completely and exclusively state the agreement of the Parties regarding the subject matter described. This Agreement supersedes all prior proposals, agreements or other communications between the Parties, oral or written, regarding such subject matter. In the event of any inconsistency between an Order and the Agreement, the latter shall prevail. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Terra Verde and Client by their duly authorized representatives.

STANDARD TERMS AND CONDITIONS

1.0 DEFINITIONS. In addition to terms defined later in this Agreement, the terms below are defined as follows:

1.1 "**Affiliate(s)**" means any majority-owned subsidiary or other entity which a Party controls or is controlled by, or which is under common control with a Party.

1.2 "**Fees**" means the fees for Services, as set forth in the applicable Order(s) to this Agreement.

1.3 "**FIM**" means file integrity monitoring.

1.4 "**Intellectual Property**" means copyrights, patents, trade secrets and other intellectual and industrial property rights (excepting trade mark and related rights), and all applications and registrations relating thereto.

1.5 "**Order(s)**" means those orders attached to or referencing this Agreement, as accepted in writing by Terra Verde and setting forth the particular Services under this Agreement.

1.6 "**Representatives**" means a person's or entity's employees, agents and consultants, including without limitation, counsel, accountants and advisors.

1.7 "**Services**" means those security management services, and other related services, as generally described in **Exhibit A** and as specifically set forth in an Order and SOW under this Agreement.

1.8 "**SIEM Appliance(s)**" means hardware and/or software used to provide SIEM Services.

1.9 "**SIEM Service(s)**" means the specific security and information management services described in an Order or SOW.

1.10 "**SOW**" means a statement of work or description of services referenced in an Order.

1.11 "**SYSLOG**" means the message

logging standard that permits separation of the software that generates messages, the system that stores them, and the software that reports and analyzes them.

1.12 "**System**" means Client's network(s) and computer system(s) set forth in an Order or SOW.

1.13 "**Work Product**" means all ideas, discoveries, inventions, materials, data, databases, software, designs, reports, communications, deliverables, or other work that is conceived, reduced to practice, made or developed solely or jointly by or for Terra Verde in connection with Terra Verde's performance of any Services (whether or not patentable or copyrightable).

2.0 RESTRICTIONS ON SERVICES.

2.1 General. Client agrees not to: (i) rent, lease, or loan the Services, or any part thereof, or provide the Services to others on its own behalf or on a third party's behalf; (ii) permit third parties to benefit from the use of the Services via timesharing, service bureau arrangements, or otherwise; or (iii) download, export, or re-export any software or technical data received hereunder, regardless of the manner in which received, without all required United States and foreign government licenses.

2.2 Unauthorized Access. Client shall not, and shall not request that any third party, modify, reverse engineer or attempt to gain unauthorized access to any portion of the Services. Client shall, by commercially reasonable means, prevent unauthorized disclosure, publication, display or use of the Services. Client will promptly notify Terra Verde of any known or suspected misuse of any Services.

2.3 Software Access. To the extent Terra Verde provides its express, written consent for Client to access any software owned or licensed by Terra Verde, the following will apply: (i) access shall be subject to restrictions established by Terra Verde from time to time for purposes of supporting such access and for security purposes; (ii) access is provided to Client solely for purposes of receiving the Services and shall not be used by Client for any other purpose; (iii) Terra Verde reserves the right to monitor and record data and information in connection with provision of the access to the extent Terra Verde deems necessary for maintaining performance standards and system security; and (iv) Client will not receive (and Client hereby expressly disclaims) any ownership, rights, or licenses greater than those set forth in this Section.

2.4 SIEM Services. To the extent the Services set forth in an Order and/or SOW include SIEM Services, the following additional terms will apply to such SIEM Services:

(a) The System will be owned by Client and operated by Terra Verde, or as set forth in the Order;

(b) In the case of System hardware failure, Client will assume all responsibility for hardware replacement; and

(c) Terra Verde will provide updates to the SIEM Appliance(s) as set forth in the Order or SOW.

3.0 PURCHASE TERMS.

3.1 Fees and Payment. Client will pay all Fees no later than thirty (30) days after the date of each applicable invoice. Terra Verde may change the Fees effective at least thirty (30) days after Terra Verde's written notice of such. All payments shall be made in U.S. Dollars.

(a) If timely payment is not received, Terra Verde reserves the right, in addition to any other rights it may have, to: (i) suspend the Services until such payment is made in full; (ii) charge interest on the amount past due at the lesser of 1.5% per month or the maximum allowed by law; and (iii) invoice Client for all costs of collection including, but not limited to, reasonable attorneys' fees.

3.2 Taxes. Excluding Terra Verde's own payroll and income taxes, Client shall pay amounts equal to any taxes, shipping, insurance, duties or other amounts, including without limitation, national, state, and local sales, use, withholding and VAT taxes, however designated, which are levied or based on such payments or arise as a consequence of the transactions under this Agreement. If Client is claiming tax-exempt status, Client shall provide Terra Verde with tax-exemption certificates prior to the initiation of the applicable Services.

4.0 OBLIGATIONS.

4.1 Client Obligations.

(a) Client shall place Orders with Terra Verde using a form substantially similar to **Exhibit B** and submitting an executed version to Terra Verde. The terms and conditions of this Agreement shall apply to all Orders submitted to Terra Verde and

supersede any different or additional terms on Client's purchase orders or other documents. Orders issued by Client to Terra Verde are solely for the purpose of specifying services to be performed pursuant to the Order, requesting delivery dates, identifying quantities and the amount of all charges associated with the Order. All Orders placed with Terra Verde for Services shall be subject to acceptance by Terra Verde, and thereafter shall be incorporated into this Agreement by reference. Once accepted, Client's Orders are non-cancellable by Client and delivery dates may be changed only upon Terra Verde's written consent.

(b) In order for Client to receive Services, Client must meet the following requirements:

(i) All monitored devices on the System must be capable of sending SYSLOG to the SIEM Appliances;

(ii) The System must be able to support a site-to-site VPN tunnel with Terra Verde's Security Operations Center in order to provide ongoing SIEM Appliance management;

(iii) The System must allow SYSLOG to pass through internal security filtering devices to ensure proper System collection of events and logs; and

(iv) FIM software must be installed by Client personnel.

(c) Client shall be solely responsible for providing, maintaining and ensuring the compatibility of any hardware, software, electrical or other physical requirements necessary for Client to access or use the Services, including, without limitation, any computer hardware, software, telecommunications equipment, internet access or other equipment, programs or services necessary to access and use the Services. Client is responsible for all maintenance, support and licensing agreements with third party vendors, unless expressly set forth in this Agreement, an Order, or and SOW. Further, Client shall be responsible for the application, operation, maintenance and support of its System, hardware and software including, but not limited to, the implementation of appropriate procedures, training and safeguards, performing routine backups, and keeping backup information in a safe and separate location. Terra Verde shall not be required to support altered, damaged or modified software, software which is not the most current version, or software not previously approved by Terra Verde in writing as a Terra Verde supported version.

(d) Unless Terra Verde has expressly agreed to responsibility for backing-up or replicating Client's System as required in the applicable Order or SOW, Client is responsible for backing up the System and restoring any lost software or data.

(e) Client must provide Terra Verde with access to and permission to use its information, internal resources, and facilities as requested by Terra Verde to provide the Services.

(f) Client may provide Terra Verde with certain content to be included in the Work Product. Client understands and agrees that it is solely responsible for obtaining the necessary licenses, registrations, rights and permissions to use such content, including, without limitation, all Intellectual Property, rights of publicity or privacy and any other similar rights. Client hereby grants Terra Verde a non-exclusive, sublicensable, perpetual, fully-paid, irrevocable, worldwide right and license to use, reproduce, modify, edit, adapt, translate, create derivative works upon, publish, publicly display, publicly perform, distribute, transmit and otherwise make such content available in any form, medium or technology now known or later developed as part of the Work Product.

4.2 Non-Solicitation. Neither Client nor Terra Verde will recruit any personnel from each other during the Term of this Agreement or for at least two (2) years after termination or expiration of this Agreement, unless agreed in writing. If Client hires any Terra Verde personnel during the aforementioned period, and prior written authorization has not been obtained, Client shall pay a conversion fee equal to forty percent (40%) of the then current annual salary of each Terra Verde personnel converted in contradiction of this Section. Such conversion fees shall be invoiced to client and due to Terra Verde as set forth in **Section 3.1**.

4.3 Regulatory Changes. If regulatory changes (i.e. changes by a regulatory agency, legislative body, or court of competent jurisdiction) require modification to the Services, and such changes require additional work by Terra Verde, Client agrees to work in good faith with Terra Verde to negotiate an amendment to the Services and the applicable Fees.

4.4 Terra Verde Obligations.

(a) Terra Verde will provide the support services and weekly and monthly reports

as required in the applicable Order or SOW, and document critical alerts and event resolutions to Client.

(b) Terra Verde will respond to support requests brought to Terra Verde's attention by Client (each a "**Helpdesk Ticket**") as required in the applicable Order or SOW. Helpdesk Tickets may only be opened by Client's designated contact person, by email to Terra Verde's help desk (the "**Help Desk**"), or by phone, if email is unavailable. Each support request will be assigned a Helpdesk Ticket number for tracking. Terra Verde's escalation process is detailed in the applicable SOW.

(c) Terra Verde will use commercially reasonable efforts to implement appropriate internal operational measures, safeguards and procedures with respect to its performance of any Services hereunder, to ensure the protection of Client's data and networks, and to otherwise prevent unauthorized access to and disclosure of Confidential Information and unauthorized access to the Client's computer network.

4.5 Independent Contractor Relationship. Client shall conduct business in its own name and shall not represent itself as an employee, partner, or agent of Terra Verde. The relationship of Terra Verde and Client established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (i) give either Party the power to direct and control the behavior or day-to-day activities of the other; (ii) constitute the Parties as partners, joint ventures, co-owners or otherwise as participants in a joint undertaking; or (iii) allow Client to create or assume any obligation on behalf of Terra Verde for any purpose whatsoever. All financial and other obligations associated with Client's business are the sole responsibility of Client.

4.6 Subcontracting. Terra Verde reserves the right to employ agents and subcontractors to assist Terra Verde when providing any part of the Services. Any reference to Terra Verde's personnel in this Agreement includes agents and subcontractor staff. Terra Verde will remain liable to Client with respect to any Services provided, subject to the other provisions of this Agreement. Where Client requires Terra Verde to contract the services of a subcontractor specified by Client, Client will be responsible for the work to be performed by such subcontractor. Terra Verde's agreement to integrate the work to be performed by such subcontractor for the purposes of this Agreement is on the basis that Terra Verde will not be responsible for, or liable to Client or to any other third party for the work performed by, or any acts, omissions, or defaults of, such subcontractor(s), or Terra Verde's reliance thereon. In such circumstances, Client will be responsible and liable for, and will indemnify and hold harmless Terra Verde against and from, all claims, demands, proceedings, damages, losses, costs and expenses (including reasonable Attorneys' Fees and Costs), made against, suffered or incurred by Terra Verde, directly or indirectly as a result of or in connection with the work performed by any such subcontractor.

5.0 INTELLECTUAL PROPERTY.

5.1 Work Product. All Work Product shall be, and remain, the sole property of Terra Verde. If by operation of law or otherwise any Work Product is not exclusively owned in its entirety by Terra Verde immediately upon the creation thereof or at any point thereafter, then Client hereby assigns to Terra Verde the ownership of such Work Product. Client shall, both during and after the Term, execute any such documents, or take any other action, to effectuate such assignment of the Work Product as Terra Verde may, from time to time, request, at Terra Verde's expense, to ensure that all right title and interest in and to the Work Product resides with Terra Verde.

5.2 Intellectual Property Rights. Except for the limited rights granted to Client under this Agreement to the Work Product, all right, title and interest in and to the Services and the Work Product, including without limitation all concepts, methods, processes, software, text, graphics, images, designs, databases, data, inventions and any improvements, enhancements, modifications, and derivative works thereto, and all Intellectual Property therein, are and at all times shall remain, the sole and exclusive property of Terra Verde and its suppliers ("**TV Property**"). All rights not expressly granted to Client are retained by Terra Verde and its suppliers. Where Terra Verde's rights to any portion of the TV Property arise under an agreement with a third party supplier, such supplier shall have the benefit of Terra Verde's rights set forth in this Agreement, and may enforce such rights directly against Client.

6.0 CONFIDENTIALITY.

6.1 Definitions. In connection with this Agreement, each Party ("**Recipient**") may be exposed to or acquire Confidential Information of the other Party ("**Discloser**") or third parties to whom Discloser has a duty of confidentiality. "**Confidential Information**" means non-public information in any form and regardless of the method of acquisition that the Discloser designates as confidential to Recipient or which, due to the nature of such information and/or under the circumstances surrounding disclosure, ought

to be treated as confidential by the Recipient. Confidential Information shall not include information that is: (i) in or becomes part of the public domain (other than by disclosure by Recipient in violation of this Agreement); (ii) previously known to Recipient without an obligation of confidentiality; (iii) independently developed by Recipient without use of Discloser's Confidential Information; or (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality. For purposes of clarity and without limitation, all Services and Work Product shall be considered the Confidential Information of Terra Verde and its suppliers. Upon Discloser's written request, Recipient shall either return or destroy the Confidential Information and any copies or extracts thereof.

6.2 Restrictions on Use. Recipient shall hold Discloser's Confidential Information in confidence using commercially reasonable efforts and shall not disclose any such Confidential Information to any third party, other than to its Representatives and its Affiliates and their Representatives who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to, and no less restrictive than, those set forth herein. Recipient shall not use Discloser's Confidential Information for any purpose other than to carry out the terms of this Agreement. Recipient shall take the same degree of care that it uses to protect its own confidential information of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Discloser's Confidential Information. Recipient shall promptly notify Discloser of any breach of this Agreement of which it becomes aware, and in any event, shall be responsible for any breach of this Agreement by any of its Affiliates, Representatives or Affiliates' Representatives.

6.3 Exceptions. Recipient may disclose Discloser's Confidential Information: (i) to the extent required by applicable law or regulation; (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction; (iii) in connection with any regulatory report, audit or inquiry; or (iv) where requested by a regulator with jurisdiction over Recipient. In the event of such a requirement or request, Recipient shall give the Discloser prompt written notice of such requirement or request prior to such disclosure and reasonable assistance (at Discloser's expense) in obtaining an order protecting the information from public disclosure. Terra Verde and Client agree that the terms and conditions of this Agreement shall be treated as Confidential Information.

7.0 LIMITED WARRANTIES.

7.1 By Terra Verde. Terra Verde represents that: (i) the Services will be performed in a workmanlike and professional manner by individuals who have skill and experience commensurate with the requirements of the Services; (ii) it is duly organized, validly existing and in good standing under the laws of its state of domicile; (iii) it has the power and authority to execute and perform under this Agreement; and (iv) this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms.

7.2 By Client. Client represents that: (i) the information provided to Terra Verde for completing the Services is and will be accurate and complete in all material respects; (ii) it is duly organized, validly existing and in good standing under the laws of its state of domicile; (iii) it has the power and authority to execute and perform under this Agreement; and (iv) this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms.

7.3 WARRANTY EXCLUSIONS. TERRA VERDE IS BEING ENGAGED ONLY TO PROVIDE THE SERVICES SET FORTH IN THIS AGREEMENT AND IN ORDERS AGREED BY THE PARTIES IN WRITING, INCLUDING ANY AGREED WORK PRODUCT. THE FOREGOING LIMITED WARRANTIES DO NOT APPLY TO MODIFICATIONS TO THE SERVICES OR THE WORK PRODUCT. TERRA VERDE SHALL NOT BE LIABLE FOR ANY LOSS OF DATA AND SHALL NOT BE RESPONSIBLE FOR RESTORING ANY LOST DATA OR SOFTWARE EXCEPT AS SPECIFICALLY DESCRIBED IN THE APPLICABLE ORDER. THE LIMITED WARRANTIES DO NOT APPLY TO ANY THIRD PARTY PRODUCTS OR SERVICES, HOWEVER, AND TO THE EXTENT PERMITTED, TERRA VERDE WILL PASS THROUGH ANY WARRANTIES FROM SUPPLIERS OF PRODUCTS OR SERVICES. WITH THE EXCEPTION OF THE FOREGOING LIMITED WARRANTIES, TERRA VERDE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND RELATING TO THE SERVICES OR WORK PRODUCT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TERRA VERDE MAKES NO WARRANTY THAT THE SERVICES AND ANY WORK PRODUCT WILL MEET CLIENT'S

REQUIREMENTS, THAT THE RESULTS OBTAINED FROM THE USE OF THE FOREGOING WILL BE SATISFACTORY, ACCURATE OR RELIABLE, OR THAT THE SERVICES OR WORK PRODUCT WILL MEET CLIENT'S EXPECTATIONS. THE REPRESENTATIVES OF TERRA VERDE HAVE NO AUTHORITY TO GIVE ANY WARRANTIES ON BEHALF OF TERRA VERDE. CLIENT IS SOLELY RESPONSIBLE FOR THE SCOPE, GOALS AND OVERALL DIRECTION OF THE SERVICES, AS WELL AS THE IMPLEMENTATION OF ANY COURSE OF ACTION BASED ON SUCH SERVICES.

8.0 INDEMNIFICATION OBLIGATIONS.

8.1 Infringement. Terra Verde shall defend at its own expense any third-party claim, suit or proceeding brought against Client insofar as it is based on a claim that Terra Verde Work Product infringes a valid United States patent. Terra Verde shall pay all damages, costs and expenses finally awarded to third parties as a result of a final judgment against Client or settlement of such claim negotiated by Terra Verde, but shall not be responsible for any compromise made without its written consent. To qualify for such defense and payment, the Client must: (i) give Terra Verde prompt written notice of any such claim; and (ii) allow Terra Verde to control, and fully cooperate with Terra Verde in, the defense and all related settlement negotiations. Upon notice of an alleged infringement, or if, in Terra Verde's opinion, such a claim is likely, Terra Verde shall have the right, at its option, to obtain the right for the Client to continue to use the applicable Work Product, substitute other work with similar capabilities and/or performance, or modify Work Product so that it is no longer infringing. In the event that none of the above options are commercially practicable in Terra Verde's sole discretion, Terra Verde may terminate this Agreement and all accompanying licenses. In the event of such termination, Client may, as its sole and exclusive remedy, obtain a refund from Terra Verde of any pre-paid Fees paid for the Work Product, pro-rated over a period of five (5) years. Terra Verde shall not be responsible for any claim of infringement that arises from: (i) unauthorized modifications to Work Product; (ii) use of Work Product in a manner or in combination with products not provided or approved in writing by Terra Verde; or (iii) any use of Work Product not in accordance with this Agreement or the applicable Order. THE FOREGOING STATES CLIENT'S EXCLUSIVE RIGHTS AND REMEDIES WITH RESPECT TO ANY INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

8.2 Indemnity. Terra Verde and Client (each an "**Indemnitor**") shall defend, indemnify and hold harmless the other Party and its officers, directors, employees, and agents (collectively, "**Indemnitees**," respectively for each of Terra Verde and Client), for, from and against any and all third party (the modifier third party applying to all of the following listed categories) losses, damages, liabilities, deficiencies, claims, actions, causes of action, judgments, settlements, assessments, demands, interest, awards, penalties, fines, costs, or expenses, including, without limitation, reasonable Attorneys' Fees and Costs (as defined below) that are incurred by Indemnitee or awarded against Indemnitee (collectively, "**Losses**") that an Indemnitee may incur or be subject to as a result of or arising out of the Indemnitor's: (i) failure to comply with applicable law or regulation; or (ii) gross negligence or willful misconduct.

8.3 Client as Indemnitor. Client shall defend, indemnify and hold harmless Terra Verde for Losses arising out of an Order unless such Losses are due to Terra Verde's: (i) negligence or more culpable act or omission, including recklessness or willful misconduct; or (ii) failure to perform in such Order, unless the circumstances described in (i) or (ii) above are the result of Terra Verde's reliance on information (in accordance with industry standards and the terms of such Order) provided to Terra Verde by Client. If Client has an indemnification obligation under an Order, Client's indemnification obligation shall include payment to Terra Verde for all Terra Verde staff members' time at standard hourly rates in effect at the time rendered to the extent that Representatives of Terra Verde attend, prepare for, or participate in meetings, hearings, depositions, mediations, arbitrations, trials and all other proceedings, including preparation and travel time. If Terra Verde must bring legal action to enforce Client's obligations under this Subsection and Terra Verde is the prevailing party in such action, Client agrees to pay all costs of such action, including any sum as the Court may fix as reasonable Attorneys' Fees and Costs.

8.4 The Indemnitor shall pay all damages, costs and expenses finally awarded under **Section 8.2** and **Section 8.3** to third parties as a result of a final judgment against an Indemnitee or settlement of such claim negotiated by the Indemnitor, but shall not be responsible for any compromise made without its written consent. To qualify for such defense and payment, the Indemnitee must: (i) give the Indemnitor prompt written notice of any such claim; and (ii) allow Indemnitor to control, and fully cooperate with Indemnitor in, the defense and all related settlement negotiations.

9.0 LIMITATION OF LIABILITY.

EXCEPT IN THE CASE OF EACH PARTY'S INDEMNIFICATION OBLIGATIONS OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, OR FOR CLIENT'S BREACH OF SECTION 2.0 (*RESTRICTIONS ON SERVICES*), IN NO EVENT (I) SHALL EITHER PARTY'S LIABILITY TO THE OTHER EXCEED THE AGGREGATE AMOUNTS PAID BY CLIENT TO TERRA VERDE IN THE SIXTY (60) DAYS PRECEDING ANY CLAIM, AND THE EXISTENCE OF MORE THAN ONE CLAIM OR CAUSE OF ACTION WILL NOT ENLARGE THE FOREGOING LIMIT; OR (II) SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT, EVEN IF SUCH PARTY IS AWARE OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

10.0 TERM AND TERMINATION.

10.1 Term. This Agreement shall begin on the Effective Date and shall remain in full force and effect for a period of three (3) years (the "**Initial Term**"). The Agreement will automatically renew for additional three (3) year periods immediately following the expiration of the then-current term unless either Party provides the other at least ninety (90) days prior written notice of its intent not to renew this Agreement (each additional three-year term, a "**Renewal Term**") (the Initial Term and Renewal Term collectively, the "**Term**").

10.2 Termination without Cause. Either Party may terminate this Agreement or any Order at any time without cause upon ninety (90) days prior written notice to the other Party. Termination of one Order shall not terminate any other Order.

10.3 Termination with Cause. Either Party may terminate this Agreement:

(a) Upon thirty (30) days written notice of a material breach of this Agreement if such breach is not cured within such thirty (30) day period;

(b) Immediately after giving written notice upon the commencement by or against the other Party of any proceeding under any bankruptcy or similar law providing relief to the Party as debtor; or

(c) If either Party terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

10.4 Transition. If either Party terminates this Agreement, Terra Verde will assist Client in the orderly termination of Services, including timely transfer of the services to another designated provider. Client agrees to pay Terra Verde the actual costs of rendering such assistance at Terra Verde's then current rates.

10.5 Survival. In the event of termination of this Agreement for any reason, this Section and the Signature Page, **Section 1.0** (*Definitions*), **Section 2.1(iii)** (*Restrictions on Services*), **Section 3.0** (*Purchase Terms*), **Section 4.1(f)** (*Client Obligations*), **Section 4.2** (*Non-Solicitation*) **Section 4.5** (*Independent Contractor Relationship*), **Section 4.6** (*Subcontracting*), **Section 5.0** (*Intellectual Property*), **Section 6.0** (*Confidentiality*), **Section 7.0** (*Limited Warranties*), **Section 8.0** (*Indemnification Obligations*), **Section 9.0** (*Limitation of Liability*), **Section 10.6** (*Effect of Termination*) and **Section 11.0** (*Miscellaneous*) shall survive.

10.6 Effect of Termination. Termination of this Agreement with cause shall automatically terminate all Orders under this Agreement, but termination of this Agreement without cause shall not terminate any Order then in effect unless such Order is also specifically so terminated. Upon termination by either Party of this Agreement or a specific Order, Client shall pay Terra Verde for all amounts due under the terms of this Agreement or such Order for the remainder of the then-current term (whether the Initial Term or a subsequent Renewal Term). Termination shall not preclude the non-breaching Party from pursuing any and all remedies available to it at law or equity.

11.0 MISCELLANEOUS.

11.1 Assignment. Client may not assign this Agreement without the prior written approval of Terra Verde. For the purposes of this Section, a change in the persons or entities that control fifty percent (50%) or more of the equity securities or voting interest of Client shall be considered an assignment. Terra Verde may assign this Agreement, in whole or in part, to: (i) an Affiliate of Terra Verde; or (ii) pursuant to a change in control of Terra Verde, a reorganization of Terra Verde, or a transfer or sale of any business unit, line of business, product line, or substantial portion of its

assets related to this Agreement.

11.2 Waivers. The waiver by either Party of a breach of any provision shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself.

11.3 No Third Party Beneficiaries. Except for Terra Verde's suppliers, the terms and provisions of this Agreement are intended solely for the benefit of each Party hereto and their respective successors and assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person.

11.4 Disputes.

(a) This Agreement shall be governed in all respects by the laws of the State of Arizona, without regard to its choice of law rules. Both Parties consent to the exclusive jurisdiction of the courts in the State of Arizona, County of Maricopa in the event of any dispute relating to this Agreement. No action arising out of this Agreement, regardless of the form, may be brought by either Party more than one (1) year after the cause of action has accrued. No legal action regardless of the form, relating in any matter to this Agreement may be brought by either Party more than one (1) year after recognition of the event giving rise to the cause of action with the exception of non-payment hereunder, breach of the confidentiality obligations, or actions for breach of Terra Verde's intellectual property rights.

(b) If a dispute arises between the Parties relating to this Agreement that cannot be resolved informally, each Party involved in such dispute (each, a "**Disputing Party**" and, collectively, the "**Disputing Parties**") agrees to comply with the procedures set forth in this Section ("**Dispute Resolution Procedures**"). The Dispute Resolution Procedures will be invoked by a Party, before such Party pursues any other available remedy, by such Party giving written notice to the other Party. Following receipt of such notice, the Disputing Parties shall, for a period of thirty (30) days after the dispute first arises, attempt in good faith to negotiate a resolution of the dispute (the "**Initial Negotiation**"). The Initial Negotiation will include no less than two (2) in-person meetings among authorized representatives of each Disputing Party, each of whom shall have authority from the respective boards of directors of the Disputing Parties to settle the matter. If the dispute is not resolved during the Initial Negotiation, the Disputing Parties shall, for an additional period of thirty (30) days after the end of the Initial Negotiation period, continue to attempt in good faith to negotiate a resolution of the dispute (the "**Extended Negotiation**"). The Extended Negotiation will include no less than two in-person meetings between the President and/or Chief Executive Officer of Client and the President and/or Chief Executive Officer of Terra Verde, each of whom shall have authority from the respective boards of directors of the Disputing Parties to settle the matter. If the Disputing Parties cannot reach agreement pursuant the informal Dispute Resolution Procedures set forth in this Section, the Disputing Parties may proceed with such remedies as they may be entitled and deem appropriate. Each of the Parties agrees that notice as provided herein shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROVISIONS OF THIS SECTION.

(c) The Parties acknowledge and agree that a remedy at law for any breach or attempted breach of the provisions of **Section 4.2** (*Non-Solicitation*), **Section 5.0** (*Intellectual Property*) and **Section 6.0** (*Confidentiality*) may be inadequate, and therefore, either Party is entitled to specific performance and injunctive or other equitable relief in the event of any such breach or attempted breach, in addition to any other rights or remedies available to either Party at law or in equity. Each Party waives any requirement: (i) for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief; and (ii) for proving actual damages. For clarification, a Party does not have to follow the Dispute Resolution Procedures in the event this Subsection is applicable.

(d) The prevailing Party in any mediation, arbitration or other legal action between the Parties relating to this Agreement will be entitled to an award of its reasonable Attorneys' Fees and Costs incurred in connection with such action, as determined by a judge and not a jury. "**Attorneys' Fees and Costs**" means: (i) fees and out-of-pocket costs of a Party and a Party's attorneys, as applicable, including costs of such Party's in-house counsel, support staff costs, costs of preparing for litigation, computerized research, telephone and facsimile transmission expenses, mileage, deposition costs, postage, duplicating, process service, videotaping and similar costs and expenses; (ii) costs and fees of expert witnesses, including appraisers; and (iii) investigatory fees.

11.5 Severability. In the event that any provision of this Agreement shall be unenforceable or

invalid under any applicable law or be so held by applicable court decision, such provision shall be changed and interpreted so as to best accomplish the objectives within the limits of applicable law or if necessary to maintain the validity of the remaining terms, removed from the Agreement.

11.6 Force Majeure. Neither Party shall be liable for any delay or failure to perform arising from any cause beyond their reasonable control, except for the payment of money, to the extent that performance is rendered impossible by strike, fire, flood, wars, sabotage, civil unrest, governmental acts, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the nonperforming Party.

11.7 Notices. All notices given pursuant to this Agreement shall be in writing and effective: (i) upon receipt if hand delivered; (ii) on the next business day after being sent by email or facsimile; (iii) on the third business day following deposit with the postal service.

11.8 Records and Inspection. Terra Verde shall have the right, during normal business hours and with reasonable advance notice, to inspect Client's premises and/or audit Client's network for the purpose of verifying Client's compliance with its obligations under this Agreement.

11.9 Neutral Construction. The Parties agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the Parties' negotiations. The Parties further agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party on the grounds that the Party drafted or was more responsible for drafting the provision(s).

11.10 Other Definitional Provisions. Where specific language is used to clarify by example a general statement contained herein (such as by using the word "including"), such specific language will not modify, limit or restrict in any manner the construction of the general statement to which it relates. The headings and sections herein are for reference purposes only and do not in themselves convey any rights or create any responsibilities not specifically designated within the sections. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever required by the context, any pronoun used in this Agreement will include the corresponding masculine, feminine or neuter forms. The words "include" and "including," and other words of similar import when used herein, will not be terms of limitation but rather will be followed in each case by the words "without limitation." The word "if" and other words of similar import when used herein will in each case be read as being followed by the phrase "and only if." The words "herein," "hereto" and "hereby," and other words of similar import in this Agreement, will in each case to refer to this Agreement as a whole and not to any particular Section or other subdivision of this Agreement. Any reference herein to "dollars" or "$" shall mean United States dollars. All references herein to sections and exhibits will be construed to refer to sections of, and exhibits to, this Agreement. The words "as of the date of this Agreement" and words of similar import will in each case refer to the date upon which this Agreement was first signed by all parties hereto. The term "or" will mean "and/or." Where Party's consent (the "**Consenting Party**") is required under this Agreement, the Consenting Party may withhold or grant consent in its sole, absolute and uncontrolled discretion unless the applicable provision of this Agreement specifically provides otherwise.

EXHIBIT A
TERRA VERDE SERVICES

I. Managed Security Services.

- **Internal Vulnerability Scanning.** Terra Verde will conduct one internal vulnerability scan per month for each agent-based monitored host. Additional hosts or additional scans per month incur extra fees.

- **Asset Inventory.** Using the TruSOC USM, Terra Verde will maintain an accurate list of agent-based monitored hosts or hosts that provide logs and provide an asset inventory report on a monthly basis.

- **Log Collection.** Terra Verde will collect logs from directly monitored hosts, or accept syslog messages from hosts identified as directly monitored. Log files are kept in accordance with agreed upon procedures. If no procedures are agreed upon, the default retention period is ninety (90) days online and an additional nine (9) months offline (the PCI DSS standard).

- **Event Correlation and Analysis.** Leveraging the power of the TruSOC USM, Terra Verde conducts event correlation and analysis involving agent-based hosts and, where possible with network analysis enabled, non-agent based monitored hosts.

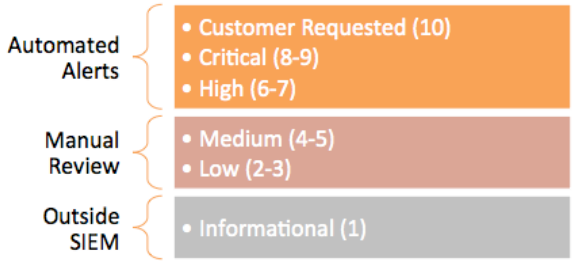
- **Host Intrusion Detection/File Integrity Monitoring (HIDS/FIM).** Terra Verde performs host intrusion detection and file integrity monitoring of each agent-based OSSEC monitored host. HIDS/FIM monitoring requires the installation of a small application (1-2% CPU load) that reports system specific data to TruSOC USM. The application (OSSEC) is an important security tool that enables compliance with many industry standards and other regulations

- **OSSEC Deployment.** Terra Verde will work with Client to deploy OSSEC to each directly monitored host. OSSEC supports nearly every common operating system (Windows, Linux, Mac, etc.).

- **Netflow Analysis and NIDS.** Using the TruSOC NIDS and NetFlow tools, Terra Verde will perform indirect monitoring of the client network contingent on the availability of a SPAN port. Network Intrusion Detection Systems (NIDS) is a key component that helps identify potential data exfiltration and security events on hosts that are not directly monitored.

- **Ticket Escalations.** Events within TruSOC are correlated against rules implemented by the Terra Verde engineering team. These rules create directive events with weighted scores based on various factors. Reliability is the main score that Terra Verde has configured to differentiate risk.

  The following is an overview of the risk calculation based on the reliability score:



Automated Alerts.
Events with a reliability score of 6 or greater will generate an email that is sent directly to Client. An associated ticket will be created in TruSOC's ticketing system with a ticket number and in the "Closed" state for tracking purposes.

If Client responds with a question or concern to a particular ticket that was escalated in this manner, the ticket will re-open and this action will prompt an analyst to handle the request, consequently escalating the ticket.

Manual Review.
Events up to reliability score of 5 create directive events and generate an email that is sent to the Tier 1 Alerts queue in TruSOC's ticketing system. These tickets are manually reviewed and investigated.

- **TruSOC Platform Maintenance.** Terra Verde will maintain the TruSOC USM platform by applying provided patches and updates in a scheduled manner via Client's change management process. Terra Verde will also conduct biannual platform health checks to ensure that the platform is operating at optimal levels. As needed, upgrades may be recommended from these checks.

II. Responsibilities and Engagement Assumptions.

Client Responsibilities.

Maintaining appropriate levels of security requires that Client accept certain responsibilities:

- Client must designate an authorized staff member to make all management decisions with respect to the Services.

  Manager's name: _____
  Title: _____
  Office: _____
  Mobile/SMS: _____
  Email address: _____

- At the start of the engagement, Client staff contributes to a detailed planning exercise. Any change in the scope of work requires review for potential pricing adjustments.

- Client agrees to resolve any technical conditions within their environment and under their control that tend to create excessive unwanted ticket escalations as defined within this agreement.

  Terra Verde will cease notification of security events for which the Client has received excessive unwanted ticket escalations unless the Client responds to Terra Verde indicating that the issue is resolved in accordance with this agreement. If Client does not complete remediation of any issue, thereby causing a continuation of unwanted ticket escalations, Terra Verde may, at its option, immediately cease notification of any resulting ticket escalations. In either event, Terra Verde shall be held harmless for any security or related events resulting from cessation of notification including but not limited to data breach, fraud, loss, reputational harm, denial of service, degraded service, etc.

- Client will complete the TruSOC™ workbook prior to service implementation/establishment.

- Client will provide Terra Verde with prompt access to all individuals, documentation, systems, and sites/locations as needed to execute project tasks.

- Desks/cubes, power, network, and telephone access (if required) will be available for project-assigned Terra Verde staff when they are working on site.

Assumptions.

The scope and timeline of the Services are based on several assumptions; if these prove to be untrue, deliverables and/or finish date may change. Moreover, overall engagement fees may increase.

- Significant rework of the environment will not be necessary.

- Terra Verde will provide monitoring and response services as proposed herein. Additional services can be provided, but at increased monthly recurring or one-time costs.

- Terra Verde will not be responsible for:
  - Third party software functionality within Client's existing technical environment;
  - Management decisions with respect to these Services;
  - Data consistency and integrity issues; and
  - Activities related to system programming and certification of reporting results.

- Regulatory requirements are subject to change. Terra Verde will work with Client to ensure the latest criteria are used. Changes may impact the overall hours and requirements needed to complete these Services.

During the various phases of these Services, Terra Verde may assign more than one resource to complete the evaluations within each phase. As such, Terra Verde may require access to more than one internal Client resource. Although Terra Verde does not anticipate this to be an issue, the risk of delay can progressively increase as additional simultaneous resources are involved. Terra Verde will make every effort to minimize impact to Client resources. Nonetheless, Client's staff may be required to escort Terra Verde consultants, provide access to facilities, answer evaluation questionnaires, provide documentation and/or configurations, and participate in project meetings.

Minimum Standards Required For Services.

- All monitored devices must be capable of sending SYSLOG to the SIEM appliance;

- Client's environment must be able to support a site-to-site VPN tunnel with Terra Verde's Security Operations Center (SOC) in order to provide ongoing SIEM appliance management;

- Client's environment must allow SYSLOG to pass through internal security filtering devices to ensure proper onsite collection of events and logs; and

- FIM clients must be installed by Client personnel.

Excluded Services.

The Services are limited to those expressly set forth herein. For clarification, and not in limitation of the services outside the scope of this Agreement, Services do not include:

- Requested review of logs for past events or incidents (forensic log analysis);

- Custom report requests outside the standard reports provided by Terra Verde or those agreed to in writing by Terra Verde;

- Ad hoc firewall configuration and rule review requests;

- The cost to bring Client's environment up to minimum standards required to be able to receive Services;

- Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors;

- Support or repair made necessary by the alteration or modification of equipment other than that authorized in writing by Terra Verde, including alterations, software installations or modifications of equipment made by Client or anyone other than Terra Verde; or

- Training services of any kind.

IV. Service Levels & Security Alerting Levels

Service Levels and Escalation

Terra Verde will use commercially reasonable efforts to implement appropriate internal operational measures, safeguards and procedures with respect to the protection of Client's data and networks to which Terra Verde has access.

SLA Name	Response Time	SLA Surcharge
Standard	75-minute	Included. No surcharge.
Silver	50-minute	25% price surcharge
Gold	30-minute	35% price surcharge

Terra Verde escalates security incidents in accordance with agreed upon Security Level Agreement ("**SLAs**" or, individually, "**SLA**"). There are three standard SLA packages: Standard, Silver, and Gold. Silver and Gold SLAs have a 25% and 35% surcharge, respectively.

Alerting Levels

Customer Defined Request	Customer defined requests related to monitoring and alerting.
	Our Response: Automated alert notification to customer to minimize potential impact posed by the threat. *Analysts available by phone (24x7) or email (Next business day) to provide additional analysis and reporting.
	Recommended Customer Response: Dependent upon client defined criticality and response mechanism(s).
Critical	**Compromise:** Suspected system compromise typically identified by changes outside of maintenance windows or observations of network connectivity to known threat hosts.
	Our Response: Automated alert notification to customer to minimize potential impact posed by the threat. *Analysts available by phone (24x7) or email (Next business day) to provide additional analysis and reporting.
	Recommended Customer Response: Contain potential threat through immediate validation, triage, and containment process.
High	**Attack:** Suspected attacks against systems including brute-force attacks, use of default passwords, and/or exploit attempts.
	Our Response: Automated alert notification to customer to minimize potential impact posed by the threat. *Analysts available by phone (24x7) or email (Next business day) to provide additional analysis and reporting.
	Recommended Customer Response: Validate activity to confirm the threat. If the threat is still active execute containment processes. Assess activity to coonfirm successful / unsuccessful compromise.
Medium	**Recon:** Suspected threat reconnesance activities including port scans, logon attempts, abnormal network protocol activity.
	Our Response: Manual analysis by Tier II & III personnel to confirm activity, monitor threat activity, perform indepth analysis on threat, and provide recommended actions to customer.
	Recommended Customer Response: Provide additional information to Tier II & III personnel to enable the most accurate analysis. Review threat analysis and take action as necessary.
Low	**Acceptable Use / Best Practice:** Activities that may go against internal policies and/or industry best practice.
	Our Response: Manual analysis by Tier II & III personnel. Recommendations for security improvements are provided to the customer during monthly service meetings.
	Recommended Customer Response: Evaluate recommendations for potential security posture improvement.
Information	**Maintenance Activities:** Notifications related to maintenance and scheduling activities.
	Our Response: Notification through helpdesk ticket and monthly service meetings.
	Recommended Customer Response: Only if changes to schedules are needed.
None	**Non-threat**: Activities that represent normal system and network activity. Kept for compliance requirements and log completeness.
	Our Response: Evaluated by Tier II & III personnel to confirm non-threat activity.

EXHIBIT B
ORDER FORM

This Order forms a part of, is governed by and subject to the terms and conditions of that certain Managed Security Services Agreement which by reference is located at https://www.tvrms.com/contracts by and between the undersigned Parties (collectively, the **"Agreement"**). This Order is not valid unless signed by both Parties and is effective as of the date of the last signing Party. Nothing in this Order shall be construed as an amendment of the Agreement but merely as a supplement thereto. In the event of any inconsistency between the Order and the Agreement, the latter shall prevail.

Client : _____ Representative: _____

Address: _____ Phone: _____

_____ Email: _____

Client : _____ Deliver to: _____

Address: _____ Email: _____

_____

Client Designated Technical Support Contact: _____

Statement of Work (title, date, revision #): _____

Phone: _____ Email: _____

Products/ Services Code	Description	List Price	Ext. List	Discount	Purchase Price
Order Total					

Client:	**Terra Verde, LLC**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____