

This Critical Start Master Services Agreement (this “Agreement”) contains the terms and conditions that govern your access to and use of the Services and is an agreement between Critical Start, Inc. (“Critical Start”) and _____ (“Customer”). This Agreement is entered into and is made effective as of the date last signed below (“Effective Date”).

This Agreement consists of the following:

1. the Base Terms
2. one or more of the exhibits listed below that correspond to Customer’s purchases:
 - a. MDR Services Terms
 - b. Professional Services Terms
 - c. [Data Protection Agreement](#)
3. Related Service Orders or SOWs

BASE TERMS

1. Definitions

“**Affiliates**” means, with respect to either party, any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party.

“**Change**” means any material change to the Services that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Customer for the Services, or (iii) is agreed to by Customer and Critical Start in writing.

“**Customer Data**” means (i) any data provided by Customer or Customer Affiliate(s) to Critical Start, (ii) Customer or Customer Affiliate’s data accessed or used by Critical Start, or transmitted by Customer or its Affiliate(s) to Critical Start or Critical Start Equipment in connection with Critical Start’s provision of the Services, including, but not limited to, Customer and/or its Affiliate’s data included in any written or printed summaries, analyses, or reports generated in connection with the Services.

“**Customer Reports**” means written summaries, reports, analyses, and findings or other information or documentation prepared uniquely and exclusively for Customer in connection with the Services and as specified in a Service Order or SOW, not including MDR Reports.

“**Documentation**” means the applicable written directions or policies relating to the MDR Services, which may be in paper or electronic format.

“**Export Laws**” means all applicable export laws and regulations of the United States and any other country where customer uses or accesses the Services.

“**Indemnified Parties**” shall mean, in the case of Critical Start, its Affiliates and subcontractors, and each their respective directors, officers, employees, contractors and agents and, in the case of Customer, Customer, its Affiliates, and each of their respective directors, officers, employees, contractors and agents.

“**Intellectual Property**” or “**IP**” means worldwide intellectual property, including but not limited to patents and patent applications, copyrights, and other rights in works of authorship, trademarks, trade secrets and other proprietary information of a party.

“**MDR**” means Managed Detection Response.

“**MDR Reports**” means the reports containing advisory data, threat data, vulnerability data, analyses, summaries, bulletins, and information made available to Customer in Critical Start’s provision of its MDR Services.

“**MDR Services**” means managed detection and response services as described in the relevant service descriptions found [here](#).

“**Professional Services**” means professional services which may include, but are not limited to advisement, assessment, and implementation services.

“**Reseller**” means any company authorized and appointed by Critical Start to resell Critical Start’s products or services.

“**Security Breach**” means confirmed use, accidental or unlawful destruction, loss or unauthorized disclosure of Customer Data or Customer confidential information.

“Security Event Data” means information, collected during Critical Start in connection with its delivery of MDR Services to the Customer arising from and directly related to the log data, events, or alerts that Critical Start receives from the Customer’s security controls that are within the scope of the MDR Services being provided to the Customer, including but not limited to, alerts from SIEM, endpoint protection (EP) platforms, endpoint detection and response (EDR), and other similar security controls.

“Service Order” means a physical, electronic, or online purchase order for MDR Services referencing this Agreement and accepted by Critical Start, including any attached or referenced Service Descriptions.

“Services” means collectively, MDR Services and Professional Services.

“Statement of Work” or “SOW” means a mutually executed agreement describing the provision of Services to Customer that references this Agreement.

2. **Services.** During the term of this Agreement and subject to the terms and conditions herein, Critical Start agrees to provide MDR Services and/or Professional Services purchased by Customer in accordance with the terms of (i) this Agreement and (ii) the applicable Statement of Work or Service Order. The terms specific to MDR Services and Professional Services are further described in their respective exhibits.
3. **Purchases through Resellers.** If Customer purchases Services through a Reseller, this Agreement will govern Customer’s use of those Services. Customer’s payment obligations for the Services will be with the Reseller, not Critical Start and Customer will have no direct payment obligations to Critical Start for such Services purchases. Any terms agreed to between Customer and Reseller that are in addition to this Agreement are solely between Customer and Reseller. No agreement between Customer and Reseller is binding on Critical Start, nor will it have any force or effect with respect to the rights in, or the operation, use or provision of, the Services.
4. **Orders.** All Service Orders and all SOWs are subject to the terms and conditions of this Agreement and will include the following: (i) the particular Services to be performed, including, if applicable, any Service Level Agreements; (ii) the term of the Services; (iii) the fees and invoicing method for the Services; and (iv) any other applicable information agreed to by the parties.
5. **Services Fees.** Critical Start fees for the Services shall be set forth on each Service Order and SOW.
6. **Change Control:** Customer or Critical Start may propose Changes to the Services provided under either a Service Order or SOW. The Change request form will include a description of the Change, reason for the Change, and initiator of the Change, as well as impact to scope, price, quality, schedule, resources, and risks. To become effective, any Change to the applicable Service Order or SOW shall be: (i) approved by both Critical Start and Customer, and (ii) memorialized in a Service Order or SOW change order or other written amendment that describes the change and specifically identifies the portion of the Service Order or SOW that is the subject of the Change and is executed by an authorized representative of Customer and Critical Start. Changes to Services purchased through a Reseller shall be accomplished in accordance with the agreement between the Customer and the Reseller.
7. **Taxes.** Customer shall be responsible, on behalf of itself and its Affiliate(s), for the payment of all taxes and fees assessed or imposed on the Services provided or the amounts charged under the Service Order or SOW in any country or territory in which the Customer receives the benefit of the Services, including any sales, use, excise, value-added, or comparable taxes, but excluding taxes: (i) for which the Customer has provided a valid resale or exemption certificate, or (ii) imposed on Critical Start income or property or arising from the employment relationship between Critical Start and its employees. If Customer is required by law to withhold or deduct an amount from payments due to Critical Start under this Agreement, Customer shall include such additional amount to Critical Start with its payment to ensure that Critical Start receives, after such withholding or deduction, the amount that it would have been paid had no withholding or deduction been required.
8. **Invoices and Payment.** Critical Start will invoice Customer in accordance with the invoicing terms set forth in the applicable Service Order or SOW. Unless otherwise specified in the Service Order or SOW, (i) all charges, fees, payments, and amounts hereunder will be invoiced and paid in United States dollars, and (ii) all invoice amounts will be due and payable within thirty (30) days of Critical Start’s invoice date. Unless otherwise specified, Critical Start shall submit invoices to Customer electronically, to the email address provided by Customer. Customer shall have the right to, in good faith, dispute an invoice or any portion of an invoice from Critical Start provided that, prior to the invoice due date, Customer (i) timely pays any undisputed portion of the amount due and payable, and (ii) provides Critical Start with written notice specifying the disputed amount and the basis for the dispute in reasonable detail. Except for amounts that are disputed in good faith by Customer in accordance with this Section 8, Critical Start reserves the right

to charge Customer a late fee of one and a half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, for invoices not paid on or before the invoice due date. Customer shall reimburse Critical Start for all costs incurred in collection any late payments, including, without limitation, attorney's fees. In addition, Critical Start, without waiving any other rights or remedies to which it may be entitled, shall have the right, upon prior written notice to Customer, to suspend the Services until such payment is received.

- 9. Third-Party Product Purchases.** If Customer is, pursuant to a Service Order or SOW, purchasing any third-party products or services from or through Critical Start ("Third-Party Products") as specified on the Service Order or SOW, Customer agrees that such Third-Party Products shall be subject to the terms and conditions supplied by the original third party suppliers of the Third Party Products including but not limited to, warranties or any third-party end-user license agreement incorporated into an applicable SLA or referenced in or attached to the Service Order or SOW (or similar document) relating to such Third-Party Products.
- 10. Warranties.** Customer represents and warrants that it has the necessary rights, power and authority to transmit Customer Data to Critical Start under this Agreement and that Customer has and shall continue to fulfill all obligations with respect to individuals as required to permit Critical Start to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Customer Data. Critical Start warrants that (i) its personnel are adequately trained and competent to perform the Services, and (ii) the Services shall be performed in a professional manner in accordance with the relevant Service Order or SOW and this Agreement. Customer agrees to provide prompt notice of any service concerns and Critical Start will re-perform any services that fail to meet this standard. This Agreement states all remedies for warranty claims. To the extent permitted by law, the parties disclaim all other warranties. Customer understands that Critical Start's Services do not constitute any guarantee or assurance that the security of Customer's systems, networks and assets cannot be breached or are not at risk.
- 11. Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents, or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency. Critical Start shall not be liable for any breach of this Section 11 resulting from a hack or intrusion by a third party (except any subcontractor of Critical Start) into Customer's network or systems unless the hack or intrusion was through endpoints or devices monitored by Critical Start and was caused directly by Critical Start's gross negligence or willful misconduct.
- 12. Customer Data.** During the term of this Agreement and the Services, Critical Start shall employ and maintain reasonable and appropriate safeguards designed to: (a) reasonably protect all Customer Data in Critical Start's possession from unauthorized use, alteration, access or disclosure; (b) subject to Section 10, detect and prevent against a Security Breach; and (c) ensure that Critical Start's employees and agents are appropriately trained to maintain the confidentiality and security of Customer Data in Critical Start's possession.
- 13. Data Privacy.** Customer authorizes Critical Start to collect, use, store, transfer and otherwise process the personal data Critical Start obtains from Customer as a result of providing the Services for the purpose of complying with Critical Start's rights and obligations under this Agreement and for any additional purposes described pursuant to this Agreement. Each party expressly agrees that the [Data Protection Agreement](#) shall apply and govern all activities concerning the processing of personal data for the purposes of this Agreement.
- 14. Proprietary Rights; Right to Use.** Except as specifically provided herein, no transfer of ownership of any intellectual property will occur under this Agreement.

14.1 As to Customer. As between Customer and Critical Start, Customer will own all right, title and interest in and to (i) Customer Data, (ii) Customer IP, (iii) Customer Reports, (iv) all confidential or proprietary information of Customer or Customer Affiliates, including other Customer files, documentation and related materials, in each case under this subsection (iv), obtained by Critical Start in connection with this Agreement. Customer grants Critical Start a limited, non-exclusive license to use Customer Data to perform the Services. Customer acknowledges and agrees that Customer's provision of any Customer Report or any information contained in a Customer Report to an unaffiliated

third party is at Customer's own risk and Critical Start disclaims all liability arising from such disclosure. Customer grants Critical Start a limited, non-exclusive, perpetual, worldwide, irrevocable license to use and otherwise process the Security Event Data during and after the term hereof to develop, enhance and/or improve its security services and the products and services it offers and provides to customers. Critical Start may compile or otherwise combine Security Event Data with similar data of other MDR Services recipients so long as said data is compiled or combined in a manner that will not in any way reveal the data as being attributable to Customer. To the extent such Security Event Data includes information about individuals, Critical Start will be the processor of such data.

14.2 As to Critical Start. As between Customer and Critical Start, Critical Start will own all right, title, and interest in and to the Products and Services. This Agreement does not transfer or convey to Customer or any third party any right, title or interest in or to the Products and Services or any associated IP rights, but only a limited right of use as granted in and revocable in accordance with this Agreement. Critical Start will retain ownership of all copies of the Documentation. In addition, Customer agrees that Critical Start is the owner of all right, title and interest in all IP in any work, including, but not limited to, all inventions, methods, processes, and computer programs including any source code or object code, (and any enhancements and modifications made thereto) contained within the Services and/or Products (collectively, the "Works"), developed by Critical Start in connection with the performance of the Services hereunder and of general applicability across Critical Start's customer base, and Customer hereby assigns to Critical Start all right, title and interest in and to any copyrights that Customer may have in and to such Work; provided, however, that such Work shall not include Customer's confidential information, Customer Data, Customer Reports or other information belonging, referencing, identifying or pertaining to Customer or Customer Affiliates. Without limiting the foregoing, Critical Start will own all right, title, and interest in all IP in any MDR Reports made available to Customer. During the term of the Services, Critical Start grants to Customer a limited, non-exclusive license to use such Works and MDR Reports solely for Customer to receive the Services and for Customer's or its Affiliate's internal security purposes only. Customer acknowledges that any license to the Critical Start Products, Services, Works and MDR Reports expires upon the expiration or termination of the relevant Service Order or SOW or this Agreement.

15. Term and Termination. This Agreement will commence upon the Effective Date and will remain in effect until terminated pursuant to this Section 15.

15.1 Termination for Cause. Either party may terminate this Agreement, any Service Order, or any SOW on written notice if the other party materially breaches this Agreement, or the specific terms of any Service Order or SOW, and fails to cure such breach within thirty (30) days after receipt of the notice. For an uncured breach on the part of Critical Start, Critical Start shall refund to Customer any prepaid Service fees on a pro-rata basis to the extent such Service fees are attributable to the period after the termination date. Except for termination arising under Section 15.2, termination of a specific Service Order or SOW will not affect the term of any other Service Order or SOW, provided the basis for terminating such Service Order or SOW is not also the basis for terminating any other Service Order or SOW where no breach exists. Termination of this Agreement for cause will have the effect of terminating all unfulfilled Service Orders or SOWs.

15.2 If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.

16. Customer Cooperation. Customer acknowledges that Critical Start's performance and delivery of the Services are contingent upon: (A) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, network and information required to deliver the Services, and (B) Customer's timely decision-making and provision of timely, accurate and complete information and reasonable assistance, including, granting of approvals or permissions. Customer will promptly obtain and provide to Critical Start any required licenses, approvals, or consents necessary for Critical Start's performance of the Services. Critical Start will be excused from its failure to perform its obligations under this Agreement and/or meet Service Level Agreements to the extent such failure is caused solely by Customer's delay in performing or failure to perform its responsibilities under this Agreement and/or the relevant Service Order or SOW.

17. Limitation of Liability. Except for either parties' respective indemnity obligations, the aggregate liability of each party under this Agreement shall not exceed: (a) for MDR Services, the amounts paid or payable for the specific MDR Service giving rise to the claim during the preceding twelve (12) month period; or (b) for Professional Services, the amounts paid or payable under the SOW giving rise to the claim. Neither Critical Start nor Customer will be liable for lost

business, revenues or profits; business interruption or downtime costs; lost or corrupted data or software; loss of use of system(s) or network, or the recovery of such; indirect, punitive, special or consequential damages arising out of or in connection with this Agreement. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; nor any liability which may not be excluded or limited by applicable law. Neither party will bring any claim based on any Service provided hereunder more than eighteen (18) months after the cause of action accrues.

18. Indemnification

18.1 Critical Start Indemnity. Critical Start shall defend, indemnify and hold harmless the Customer Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Products, Services or any Customer Reports prepared or produced by Critical Start and delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Products, Services or any Customer Reports are performed or prepared for Customer by Critical Start ("Indemnified Claims"). If an Indemnified Claim under this Section 18.1 occurs, or if Critical Start determines that an Indemnified Claim is likely to occur, Critical Start shall, at its option: (i) obtain a right for Customer to continue using such Products, Services or Customer Reports; (ii) modify such Products, Services or Customer Reports to make them non-infringing; or (iii) replace such Products, Services or Customer Reports with a non-infringing equivalent. If Critical Start determines that (i), (ii) or (iii) above are not reasonably available, Critical Start may, at its option, terminate this Agreement and/or the affected Service Order and/or SOW and refund any pre-paid fees on a pro-rata basis for the allegedly infringing Products, Services or Customer Reports that have not been performed or provided. Notwithstanding the foregoing, Critical Start shall have no obligation under this Section 18.1 for any claim resulting or arising from: (a) modifications made to the Products, Services or Customer Reports that were not performed or provided by or on behalf of Critical Start; or (b) the combination, operation or use by Customer, or anyone acting on Customer's behalf, of the Products, Services or Customer Reports in connection with a third-party product or service (the combination of which causes the infringement).

18.2 Customer Indemnity. Customer shall defend, indemnify and hold harmless the Critical Start Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third party claim, action or allegation (i) that the Customer Data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Customer Data is accessed, provided to or received by Critical Start or was improperly provided to Critical Start in violation of any individual's rights, Customer's privacy policies or applicable laws (or regulations promulgated thereunder), (ii) asserting that any action undertaken by Critical Start in connection with Critical Start's performance under this Agreement violates law or the rights of a third party, including without limitation claims or allegations related to the decryption, analysis of, collection or transfer of data to Critical Start, (iii) by Customer Affiliates (other than Signing Customer Affiliate(s)) arising from or relating to the Services, and (iv) arising from a third party's reliance on a Customer Report, any information therein or any other results or output of the Services. For the avoidance of doubt, Customer's indemnity obligations in clause (ii) of this Section 18.2 shall not affect Customer's rights or remedies under this Agreement.

18.3 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from any third-party claim or action (i) for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or willful misconduct and (ii) relating to the indemnifying party's violation or alleged violation of Section 19.6 (Export Compliance), below.

18.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party.

19. General

19.1 Independent Contractor Relationship; No Publicity; Subcontracting; Assignment. The parties are independent contractors. Neither party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement. Neither party will use the other party's name (except internal use only), trademark, logos, or trade name without the prior written consent of the other party.

Notwithstanding the foregoing, Critical Start may use Customer's name in connection with general lists of customers

and experience. Critical Start has the right to assign, subcontract or delegate in whole or in part this Agreement, or any rights, duties, obligations or liabilities under this Agreement, by operation of law or otherwise, provided that Critical Start shall remain responsible for the performance of Services under this Agreement. Otherwise, neither party may assign this Agreement without the permission of the other party which such permission shall not be unreasonably withheld or delayed; except that either party may assign this Agreement without the consent of the other party to a successor in connection with a merger, sale of all or substantially all of such party's assets, or other change of control.

19.2 Force Majeure. Neither party shall be liable to the other party for any failure to perform any of its obligations under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot, Internet Emergency or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, or fifteen (15) business days as to a Force Majeure delaying Customer's performance of its payment obligations, the other party may immediately terminate the applicable Service Order and/or SOW by giving written notice to the delayed party. An Internet Emergency is a widespread disruption of Internet or electronic communications not caused by Critical Start, that renders them inaccessible or effectively unusable, for specific population(s) or location(s) and directly impact the ability of Critical Start to provide services and/or maintain Service Level Agreements.

19.3 Notices. Notices under this Agreement must be in writing and sent by postage prepaid first-class mail or receipted courier service at the address below or to such other address (including facsimile or electronic) as specified in writing and will be effective upon receipt.

Critical Start:	Customer:
Critical Start, Inc.	
Attn: Legal	
6100 Tennyson Parkway, Suite 200	
Plano, TX, 75024	
legal@criticalstart.com	

This Section 19.3 shall apply for formal contract notices only and shall not limit the parties' ability to communicate via electronic mail or other methods as agreed to by the parties for routine communications.

19.4 Governing Law. This Agreement shall be governed by the laws of the State of Texas, excluding rules as to choice and conflict of law. Venue for any claim, dispute, arbitration, or lawsuit shall be Collin County, Texas.

19.5 Compliance with Laws. Each party agrees to comply with all laws and regulations applicable to such party in the course of performance of its obligations under this Agreement.

19.6 Export Compliance. Customer will comply with all Export Laws where Customer uses any of the Services. Customer certifies that it is not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Department's List of Specially Designated Nationals and the Commerce Department's List of Denied Persons or Entity List. Customer will not export, re-export, ship, transfer or otherwise use the Services in any country subject to an embargo or other sanction by the United States, including, without limitation, Iran, Syria, Cuba, the Crimea Region of Ukraine, Sudan and North Korea. Customer will not use the Services for any purpose prohibited by the Export Laws.

19.7 Third Party Beneficiaries. The parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary rights with respect to either of the parties.

19.8 Dispute Resolution. The parties will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this Agreement or the Services hereunder (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential information. Notwithstanding the foregoing, either party will have the right to seek from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance

with this paragraph. In the event the parties are unable to resolve the Dispute within thirty (30) days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.

19.9 Entire Agreement; Amendments; Severability; Section Headings; Survival. This Agreement, including any exhibits, attachments, applicable Service Orders and SOW(s) are the entire agreement between Critical Start and Customer with respect to its subject matter and supersede all prior oral and written understandings, agreements, communications, and terms and conditions between the parties including, without limitation, any terms contained within a purchase order issued by Customer in connection with the Services or any separate security or privacy agreements executed by the parties. No amendment to or modification of this Agreement in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and effect. Section headings are for reference only and shall not affect the meaning or interpretation of this Agreement. All provisions regarding indemnification, warranty, liability, and limits thereon, and confidentiality and/or protections of proprietary rights and trade secrets shall survive the termination of this Agreement.

The parties confirm their agreement to these terms by executing below:

CRITICAL START, INC.	CUSTOMER
By:	By:
Name:	Name
Title:	Title:
Date	Date:

EXHIBIT A - MDR SERVICES TERMS

These MDR Services Terms apply to all MDR Services and are in addition to the Base Terms and any service specific terms described in the relevant Service Description.

A.1 Definitions

“Customer Purchased Equipment” means equipment or hardware required to deliver the MDR Services and purchased by Customer, directly or through Critical Start as specified on the relevant Service Order.

“Equipment” means equipment or hardware required to deliver the MDR Services and provided by Critical Start as specified on the relevant Service Order.

“Portal” means the Critical Start online and/or MobileSOC portal by which Customer accesses the MDR Services.

“Products” means collectively, Documentation, the MDR Services, Software, Equipment, Protected Information, and Portal, or a combination thereof.

“Protected Information” means user IDs, tokens, passwords, digital signatures.

“Service Description” means the description of the specific MDR Service purchased by Customer, including obligations of Critical Start and Customer related to the MDR Service and may be found [here](#). The Service Description shall be identified on Customer’s Service Order.

“Service Level Agreement” or **“SLA”** means Critical Start’s commitment to MDR Service availability and delivery as described in the relevant Service Description.

“Services Commencement Date” means the point in time which is the earlier of (a) Customer receiving login details for the MDR Services from Critical Start; or (b) Critical Start establishing communication with the contracted Customer device(s) and/or any Customer network equipment; or (c) the date thirty days from the date of the applicable Service Order, unless Service Commencement Date is defined otherwise on the Service Order.

“Software” means software that is identified or described in any Service Order or SOW as to be provided or made available by Critical Start (as object code only) to Customer or that is otherwise provided or made available by Critical Start under this Agreement for Customer’s use.

A.2 MDR Service Fees. The MDR Services ordered on each Service Order shall be described in the relevant Services Description and will commence the Services Commencement Date. If MDR Services are purchased directly from Critical Start, Critical Start shall invoice Customer for the MDR Services on or after the Service Commencement Date. Otherwise, invoicing terms are between Customer and Reseller. A detailed description of any specific MDR Services being purchased is set forth in the Service Description which may be attached to the Service Order or SOW or may be found [here](#) and are incorporated herein by reference.

If Customer purchases Server/Network Infrastructure Monitoring or Security Information and Event Management (SIEM) Services pursuant to a Service Order, Critical Start will invoice Customer for the fees applicable to the entire number of devices specified for the tier being purchased (tiers and corresponding device quantity as outlined in the applicable Service Order or SOW) upon the Service Commencement Date of the initial device. If there are any devices remaining to be integrated thereafter, Customer shall be responsible for initiating the integration of such devices.

A.3 MDR Services. Critical Start will provide Customer with: (i) Protected Information and (ii) access to and use of Software and the Portal as necessary for Customer to receive the MDR Services and Documentation. Critical Start grants to Customer a limited, nontransferable, royalty-free and nonexclusive license to access and use, and for Customer’s Affiliate(s) to access and use, during the term of the MDR Services only, the Products provided to Customer, subject to the restrictions set forth below. All licenses for Software will begin upon issuance of the related Service Order.

A.4 Use Restrictions. Customer (i) will use the Products for its internal purposes, or for the internal purposes of Customer’s Affiliates purchasing MDR Services hereunder, and (ii) will not, for itself, any Affiliate of Customer or any third party: (a) sell, rent, license, assign, distribute, or transfer any of the Products, except as permitted under Section 19.1 of the Agreement; (b) decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any source code of the Software; (c) copy any Software or Documentation, except that Customer may make a reasonable number of copies of the Documentation for its internal use (provided Customer reproduces on such copies all proprietary notices of Critical Start or its suppliers); or (d) remove from any Software, Documentation or Equipment any language or designation indicating the confidential nature thereof or the proprietary rights of Critical Start or its suppliers. In addition, Customer will not, and will not permit unaffiliated third parties to, (I) use the Products on a time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider basis; (II) alter any aspect of any Software or Equipment; or (III) assign,

transfer, distribute, or otherwise provide access to any of the Products to any unaffiliated third party or otherwise use any Product with or for the benefit of any unaffiliated third party.

A.5 Ultrahazardous Activities: Customer acknowledges and agrees that the Products are not designed, manufactured or intended for use in any environment in which the failure of the Products could lead to death, personal injury or severe physical or environmental damage, which uses and environments may include, but are not limited to, the design or operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapons systems or the on-line control of equipment in any hazardous environment requiring fail-safe performance. Customer represents and warrants the Customer will not install or use the Products for such purposes.

A.6 Customer Responsibilities. Customer understands that (i) Critical Start's performance of MDR Services is dependent in part on the Customer's compliance with the requirements of this Exhibit and the relevant Service Description, (ii) it is responsible for timely delivery of the items and information listed in the following sections of this Exhibit, and (iii) it must perform the tasks, and provide access to Customer's employees, consultants, business processes, and/or systems as contemplated herein for Critical Start to be able to perform the MDR Services efficiently. The following Customer responsibilities are necessary to ensure Critical Start's ability to perform the Services:

- Provide reasonable assistance to Critical Start for performance under this Exhibit, including helping troubleshoot technical issues within the Customer's environment as well as any services provided by third parties to the Customer that may affect the delivery of MDR Services.
- If applicable, provide a permanent, dedicated connection to support the execution of MDR Services. Customer is responsible for maintaining the functionality of Customer's components of this dedicated connection.
- Provide the necessary technical, license, and service information required for implementation prior to the commencement of MDR Services.
- Develop a network map detailing relevant aspects of Customer's network architecture and delivering it to the Critical Start team for their reference when troubleshooting.
- Provide Critical Start with accurate and up-to-date information including: the name, e-mail, landline, and mobile numbers for all designated authorized Customer point(s) of contact.
- Maintain current maintenance and technical support contracts with Customer's software and hardware vendors for any device affected by this Exhibit.
- Assign a Project Manager who is (i) responsible for all Customer aspects of the project, (ii) authorized to make all decisions relative to the Project, including identification and assignment of Customer resources, (iii) available to Critical Start MDR Services personnel throughout the Project, (iv) authorized to receive quarterly updates, and (v) responsible for acceptance of deliverables
- Assign a Project Sponsor who is available to Critical Start personnel through the life of the project and acts as an escalation point when conflicts cannot be resolved by the Customer Project Manager.

Customer is liable and responsible for each of the following: (i) the risk that results from non-compliance with any instruction provided by Critical Start as to the deployment, adjustment, or maintenance of any software, policy, or license; (ii) updating Critical Start as to any changes made to or needed from Services, which can include, but are not limited to, end point count, licensing requirements, and/or user accounts; and (iii) notifying Critical Start when deployed assets are invisible to or otherwise unavailable for monitoring. Customer acknowledges and agrees that the liabilities to be assumed by Customer pursuant to this section are intended to be independent of one another. Customer represents, warrants, covenants, agrees, and confirms that it will adhere to the terms of this provision and any direction given by Critical Start that would affect Services.

A.7 Project Management. Critical Start will designate a project manager to oversee the integration project and ongoing communications, manage Critical Start resources and be the Customer's primary contact with Critical Start regarding the on-boarding process, scheduled meetings, reporting and development or tuning requests. The Critical Start PMO may be contacted in the following methods:

Email	PMO@criticalstart.com
Toll Free 24/7 Support	(877) 684-2077 (Press 1 for Managed SOC)
Direct phone	(469) 609-8660

A.8 Scheduled Maintenance. Scheduled maintenance means any maintenance that is performed by Critical Start during a scheduled maintenance window (3:00AM CST – 3:30AM CST). Critical Start will provide a 48-hour notice on the ZTAP platform for any high-impact changes, excluding any unscheduled emergency maintenance that needs to be performed for stability or security of the platform.

A.9 File Analysis Submissions and Endpoint Isolation. Critical Start conducts File Analysis Submissions and performs Isolation Services unless Customer opts out of such services.

- a. **File Analysis Submissions.** Critical Start conducts dynamic and static analysis of unknown binaries and unknown files to improve analysis, detection, and response to security threats that may impact customer environments. This process may require Critical Start analysts to upload unknown binaries and/or files detected in Customer environments to dynamic sandbox and/or static analysis services such as VirusTotal and Palo Alto Networks WildFire (“WildFire”). VirusTotal is owned by Chronicle Security Ireland Limited, an Irish Limited Company with registered number 507502. At no point will Customer data and/or information be publicly exposed by the MDR Services in this process. If Customer does not opt out of this service, the MDR servers will either manually or automatically upload unknown binaries to dynamic sandbox and/or static analysis services such as VirusTotal and WildFire: (i) each binary and/or has and/or file metadata, as the case may be, will be submitted to VirusTotal and/or Wildfire; (ii) the terms of services and privacy policies of VirusTotal and/or Wildfire, as applicable, will apply for Customer, and (ii) Critical Start shall not be responsible for this submission or for any act or omission by any online service. VirusTotal makes the metadata publicly available along with scan results from dozens of anti-virus products and makes the files available to VirusTotal partners. VirusTotal terms of service and privacy policies may be viewed [here](#). WildFire privacy policies are available at [WildFire Privacy Datasheet](#) or directly from Palo Alto Networks.
- b. **Isolations.** Unless Customer opts-out, Critical Start will isolate potentially compromised machines. Critical Start will manually isolate the machine using the endpoint solution and notify Customer of the isolation via the alert write-up procedure for escalation. The machines will remain in isolation until the threat has been remediated or Customer has specifically indicated that they accept the risk and request Critical Start remove the isolation. Should Customer opt to have Critical Start remove isolation from an affected machine: (i) associated SLAs shall be suspended until the discovered threat has been remedied, and (ii) Customer shall waive all associated liability regarding the affected machine’s removal from isolation. Customer hereby commits to identifying production impacting servers and assets that are not to be isolated unless Customer has given written authorization. Critical Start commits to isolating machines that are not on the authorized list only to prevent the spread of malicious code and lateral movement by suspected attackers. Critical Start will escalate all alerts that require isolation to Customer for their visibility and active feedback on the alert. Customers using endpoint detection and response and/or endpoint protection solutions are advised that the MDR Services have the ability to isolate machines on Customer’s network and can use that functionality to protect Customer’s network. Isolated machines will lose all connectivity to all other devices on Customer’s network.

A.10 Security. Critical Start agrees to notify Customer promptly (within 48 hours), upon becoming aware of a confirmed use, accidental or unlawful destruction, loss or unauthorized disclosure of Customer Data or Customer Information in violation of this Agreement (a “Security Breach”). Critical Start will, on an annual basis, have an audit conducted by a reputable and experienced accounting firm in accordance with the Statement on Standards for Attestation Engagements , Reporting on Controls at a Service Organization, developed by the American Institute of Certified Public Accountants and have such accounting firm issue a SOC 2 Type II Report (or substantially similar report in the event the SOC 2 Type II Report is no longer the industry standard) which will cover, at a minimum, the security policies, procedures and controls required by the Agreement (the “Audit Report”). Customer acknowledges that the Audit Report and/or any other information provided by Critical Start pertaining to Critical Start’s security controls, policies, procedures, etc. are considered Confidential Information of Critical Start and shall be treated by Customer in accordance with the terms and conditions of the Agreement.

A.11 True Ups. Critical Start may require Customer to initiate a true-up process at any time during the term if Critical Start determines that one of the following applies: (a) Customer's usage of third party licenses exceeds the prepaid quantity of such licenses, or (b) the number of endpoints in use by Customer exceeds the quantity of endpoints for which Customer has purchased license subscriptions hereunder, or (c) there is a material change to Customer environment that impacts the calculated subscription fees for MDR Services. Critical Start will initiate the true-up process by notifying Customer in writing, including the relevant details that support the true-up requirement.

A.12 Service Order Term and Renewal. The term of the MDR Services will automatically renew annually for subsequent one (1) year terms on the Service Commencement Date, unless either party provides written notice of termination at least sixty (60) days prior to the expiration of the Term or the then current renewal period. Critical Start shall provide to Customer an invoice for the renewal term a minimum of sixty (60) days prior to the term renewal date, detailing any mutually agreed to adjustments to the fees for MDR Services. The price of the MDR Services shall not increase by a value greater than the rate of standard inflation, calculated via the Consumer Price Index, plus 2.9% of the fees for the prior year's fees for MDR Services. This cap on price increase is applicable only on the MDR Services provided by Critical Start and shall not apply to any price increases resulting from requirements for additional licenses, endpoints, or services, as needed, or for third party services or software.

A.13 Decommission or Turn-Down of Services. If the MDR Services contract is not renewed, Customer will have ninety (90) days from the date of termination or ninety (90) days from the date of contract expiration, whichever occurs first, to request a copy of Customer's archived data. Such requests may be submitted via e-mail. If Customer requests a copy of the archived data, Critical Start will transfer archived data to a customer owned AWS environment at Customer's expense. If this option is not available, Customer may request Critical Start download the archived data, at Customer's expense, (a) to a Customer designated location or (b) on encrypted media and shipped to Customer's specified location. Should the amount of Customer archived data be deemed by Critical Start to be too excessive to make available by download, Critical Start will store the data on encrypted media and ship it to Customer's specified location, at Customer's cost. If Customer does not request the archived data within the 90-day period described above, Critical Start will provide final notice to Customer prior to the end of the 90-day period before permanently destroying all archived data no longer under a valid Services contract.

A.14 Equipment; Title and Risk of Loss. Upon the earlier of the termination of this Agreement or of the applicable Service Order, Customer, at Customer's expense, will return all Equipment to Critical Start and shall erase, destroy and cease use of all Software located on any Customer Purchased Equipment. If such Equipment is not returned by Customer, Customer will be responsible for the then-current replacement cost of such Equipment. Risk of loss or damage to Equipment being returned shall remain with Customer until received by Critical Start, and risk of loss or damage to Customer Purchased Equipment shall pass to Customer upon delivery of such Equipment to Customer. Title to the Customer Purchased Equipment shall pass to Customer upon Customer's payment for such Customer Purchased Equipment. Title to the Equipment shall remain with Critical Start.

A.15 Out of Scope Services. Customer understands that any cybersecurity event detected during Critical Start's onboarding process that requires Critical Start resources outside the scope of the MDR Services described in this Exhibit shall subject to a separate, cybersecurity event response retainer. Additional professional services may be required for such an engagement and if required, will be captured in a mutually agreed to SOW.

A.16 Regulatory Services. Critical Start does not operate as a provider of services regulated by the Federal Communications Commission (FCC) or state regulatory authorities and does not intend to provide any services that are regulated by either. If the FCC or any state regulatory authorities imposes regulatory requirements or obligations on any services provided by Critical Start hereunder, Critical Start may (a) modify, replace, or substitute products at Customer's expense, and/or (b) change the way in which such services are provided to Customer to avoid the application of such requirements or obligations to Critical Start (for example, by acting as Customer's agent for acquiring such services from a third-party common carrier).

ATTACHMENT 1 SERVICE LEVEL AGREEMENTS

This Attachment 1 describes the service level commitments and remedies provided by Critical Start for the MDR Services and any associated Customer actions.

1. Definitions

“Time to Detection” or **“TTD”** means the period of time calculated from the point an incident is reported/registered in ZTAP and ends when an analyst begins investigating the reported incident.

“Median Time to Resolution” or **“MTTR”** means the total amount of time to investigate an alert after the last event is added (t=0). This includes Time to Detection, plus the total time spent for investigation and either escalation to the Customer or a determination is made that escalation to the Customer is not required.

“Monthly Service Fees” means the total monthly fees for the purchased MDR Service, excluding any service fees for any third-party product licenses and implementation services.

2. Service Level Compliance. Tracking of Service Level compliance starts when the deployment process has been completed, the devices and security controls have been set to “live,” and support and management of the devices and security controls have been successfully transitioned to MDR Services. Customer will be notified (in writing or email) that MDR Services have transitioned from deployment phase to full production monitoring. Service Levels will not apply and remedies will not be available for beta, proof of concept, testing, implementation, and deployment phases of the MDR Service.

The Customer is responsible for responding to escalated alerts and comments in a reasonable timeframe in order to resolve open alerts and create playbooks to remove future false positives. Three (3) working days from when an alert is escalated to the Customer is considered a reasonable timeframe. SLAs do not apply during periods of time when the Customer is not responding to multiple requests to resolve open alerts and potential false positives.

Critical Start reserves the right to amend the SLA(s) set out below from time to time, in its reasonable discretion provided such amendments (a) will have no material adverse impact on the MDR Services, Service Levels or Service Level credits currently being provided to Customer by Critical Start; and (b) are being effected with respect to all similarly situated Critical Start customers

3. Exclusions from SLAs. The impact of any of the following items shall be excluded from the calculation of service level achievement.

- Traffic/events that do not reach the Critical Start SOC due to (i) the fault or delay of Customer, (ii) a failure of the network environment, internet connectivity or traffic that does not generate a logged event.
- Service interruptions, deficiencies, degradations, or delays due to (i) Customer supplied Internet or private access; (ii) power, equipment, systems or services not supplied by Critical Start, (iii) equipment, configuration, routing event, or technology required for delivery of MDR Services that is under the management or control of Customer, (iv) Customer changes to the system specifications, (v) removal of a service component by Customer without a mutually agreed to change order or (vi) the acts or omissions of third parties engaged by Customer.
- Performance of scheduled or emergency maintenance.
- Customer’s noncompliance with any instruction provided by Critical Start as to (i) the deployment, adjustment, or maintenance of any software, policy, or license; (ii) recommended configurations on managed or unmanaged equipment that impacts the provision of MDR Services.
- Failure to provide a suitable and secure environment for on-premise devices.
- Network, software, or server changes or outages to the managed services environment without reasonable prior notification that significantly impact event volumes. This applies to any assets that may affect the generation of and/or transmission capability of logs, and events or other activity which is monitored by Critical Start for security alerts.
- Any time period during which Customer or Customer engaged third-party initiated testing of the MDR Services is taking place.

4. Service Level Agreement

NAME	DESCRIPTION	SLA
SOC MDR Portal Availability and Notification Systems	Customer access to Critical Start MDR Portal/MobileSOC applications Portal availability shall be measured by the number of minutes in the month minus the number of minutes the system is unavailable during the month (adjusted for any scheduled downtime) divided by the total number of minutes in the month x 100.	99.9%
Individual Security Event Investigation – Time to Detection (“TTD”)	<p>Upon ZTAP receiving an event that creates an alert, the Critical Start SOC will begin investigation within the given timeframe after delivery to ZTAP.</p> <p>The SLA timeframe in minutes is automatically calculated by ZTAP and annotated in the audit log.</p> <p>This timeframe is measured by taking the difference between creation of the alert as shown in the ZTAP audit log and when the alert is either assigned to a CYBERSOC analyst, escalated to the Customer, or a determination is made that escalation to the Customer is not required.</p>	<p>60 minutes</p> <p>SLA Miss is available in Portal and MOBILESOC app. Timeframe for SLA measurement is 7 days. Timeframe for SLA credit is one month.</p>
Monthly Median Alert Resolution Time SLA (“MTTR”)	<p>Time to Resolution (“TTR”) measures the total amount of time to investigate an alert after the last event is added (t=0). This includes the delay to begin investigation (TTD) plus the total time spent for investigation and either escalation to the Customer or a determination is made that escalation to the Customer is not required.</p> <p>For a monthly basis, MTTR will be calculated as shown in ZTAP or in the MOBILESOC app.</p>	<p>60 minutes</p> <p>MTTR available in ZTAP and the MOBILESOC app</p>

5. Service Level Credits. Customer will receive credit for Critical Start’s failure to meet the Service Level outlined above within thirty (30) days of notification by Customer to Critical Start of such failure. In order for Customer to receive a Service Level credit, the notification of the Service Level failure must be submitted to Critical Start within thirty (30) days of such failure and relevant to the then-current step of the monitoring process.

Service Level credits will be calculated against the monthly MDR Services fees, not including the service fees for any vendor Product license or implementation service. The Monthly Service Fee shall be determined by taking the prepaid annual fee for the MDR Services, less the amounts for any vendor product licenses and implementation services and dividing that total by 12. If Critical Start misses the above SLAs more than one time during any single 24 hour period, Critical Start will provide and Customer’s remedy is limited to a Service Level credit equal to one day of the MDR Services fee for the affected MDR Service.

CRITICAL STARTMDR /MOBILE SOC PORTAL AVAILABILITY AND NOTIFICATION SYSTEMS SLA: 99.9%

SYSTEM AVAILABILITY	CREDITS DUE CUSTOMER
99.8% - 99.9%	No Credit Due
99.5% - 99.79%	1% of the Monthly MDR Service Fee
99.0% - 99.49%	3% of the Monthly MDR Service Fee
98.5% - 98.99%	5% of the Monthly MDR Service Fee
Less than 98.5%	10% of the Monthly MDR Service Fee

INDIVIDUAL SECURITY EVENT INVESTIGATION SLA (TTD): 60 MINUTES

QTY OF ALERTS NOT MEETING SLA TIMEFRAME	CREDITS DUE CUSTOMER
10 or less	No Credit Due
11 - 20 Alerts	5% of the Monthly MDR Service Fee
21 or More	10% of the Monthly MDR Service Fee

MONTHLY MEDIAN ALERT RESOLUTION TIME SLA (MTTR): 60 MINUTES

MTTR	CREDITS DUE CUSTOMER
MTTR > SLA for Calendar Month	15% of the Monthly MDR Service Fee

6. Service Level Credit Payment. Customer notification of the Service Level failure must be submitted to Critical Start within thirty (30) days of such failure in order for Customer to be eligible for any Service Level credit. Critical Start will research the request and respond to Customer within thirty (30) days from the date of the request. The total amount credited to a Customer in connection with any of the above Service Levels in any calendar month will not exceed the monthly MDR Service fees paid by Customer for such MDR Service.

Any Service Level credits determined to be applicable to Customer shall be accrued by Critical Start against Customer’s account and made available for Customer to apply against the fees for the subsequent renewal term. Payment of Service Level credits shall be Customer’s sole and exclusive remedy and Critical Start’s entire liability for its failure to meet the Service Level commitments set out in this Attachment 1.

EXHIBIT B - PROFESSIONAL SERVICES TERMS

The following terms are applicable to the provision of Professional Services by Critical Start.

- 1. Purchase of Professional Services.** Professional Services may be purchased under a SOW, Service Order or online via a purchase order. If Customer is purchasing Professional Services through a Service Order or online, the available Service Descriptions for the applicable Professional Service may be found [here](#).
- 2. Statement of Work/Service Description.** Critical Start shall provide the Professional Services described in a SOW or Service Description that details the relationship of the parties regarding a specific project. Statements of Work shall (i) be signed by the parties; (ii) incorporate by reference this Agreement; and (iii) state the pertinent business parameters, including, but not limited to a detailed description of the Professional Services to be provided, each party's responsibilities and, if purchased directly from Critical Start, terms of pricing, payment and expense reimbursement. Such business parameters shall control as to the engagement described in an SOW, but additional or conflicting legal terms may only be added by express amendment to this Agreement signed by authorized representatives of the Parties, even if they are to apply only to one SOW. Services purchased under a SOW or Service Order are valid for one year unless specifically identified otherwise within the SOW.
- 3. Work on Customer Premises.** If implementation, performance, or delivery of the Services requires Critical Start to be present at the Customer's facilities, such travel shall be reasonably described in the applicable Service Order or SOW and approved by Customer as evidenced by execution of a Service Order or SOW with terms indicating that travel is required. Subject to Critical Start's adherence to the Critical Start travel reimbursement policy, or other travel reimbursement guidelines set forth in the applicable Service Order or SOW, Customer shall reimburse Critical Start for all reasonable and actual out-of-pocket travel expenses, including, but not limited to, hotel, airfare, and meals incurred in connection with the implementation, performance, or delivery of the Services. Critical Start will provide itemized accounting for the actual expenses, including receipts, to Customer with the applicable invoice.
- 4. Professional Services SOW Termination for Convenience.** Customer may terminate a Professional Services SOW for convenience by providing Critical Start with thirty (30) day written notice. Upon termination, Customer shall pay Critical Start for all Professional Services performed and charges and expenses incurred by Critical Start up to the date of termination and Customer will receive all work in progress for which Customer has paid.