



PURCHASE AGREEMENT No. MPA-COMPANY-ID-2020-001

This Master Purchase Agreement (this “**Agreement**”) is entered into as of the date of the last signatory noted below (the “**Effective Date**”), between iDefender, LLC (“**Industrial Defender**” or “Contractor”), a limited liability company organized in the State of Delaware having offices at 225 Foxborough Blvd., Suite 202, Foxborough, MA 02035 and with authority to transact business within the State of Missouri, and City of Columbia, Missouri,, having its offices at 701 East Broadway, Columbia, Missouri 65201, (“**Client**” or “City”) which are individually named the “Party” and collectively referred to as the “Parties”.

1. Scope of Agreement.

- a. Under this Agreement, Client may order Software, Hardware and Services (collectively “**Industrial Defender Products**”) and Non-Industrial Defender Products (as defined in Section 2(d)) available from Industrial Defender or its Affiliates. The Parties have agreed on the Industrial Defender Products and Non- Industrial Defender Products that Industrial Defender or its Affiliates will provide, the prices that Client will pay and other transaction specific terms through “**Transaction Documents**”. The Transaction Documents consist of this Purchase Agreement, Appendix A Cybersecurity Supply Chain Requirements; Appendix B Quotation Q-46349; Appendix C Statement of Work for Comprehensive Training; Appendix D Statement of Work for Production and Backup System; Appendix E Statement of Work for QAS System; Appendix F Support Policy; and Appendix G Industrial Defender Product Lifecycle Management Guidelines; Appendix H Personnel Risk Assessment Criteria.

b. Order of Precedence. If there is an inconsistency or conflict among the terms of this Agreement, Transaction Documents or other incorporated documents (“**Attachments**”), the terms of this Agreement prevail. Additional or different terms in any written communication from client (such as a purchase order) are void.

2. Definitions

- a. “**Enterprise**” or “**Affiliate**” means a Party and the Party’s subsidiaries it owns by more than forty percent.
- b. “**Deployment Services**” means Services provided by Industrial Defender for the installation of Hardware and Software.
- c. “**Hardware**” means a hardware device manufactured and sold by Industrial Defender or its Affiliates.
- d. “**Non-Industrial Defender Products**” means

hardware and software manufactured or developed by a third party and services provided by a third party.

e. “**Services**” means performance of a task, assistance, support or access to resources (such as an information database) that Industrial Defender makes available to Client.

f. “**Software**” means the machine-executable computer software components of the software listed in the Software License Certificate included in a Transaction Document, along with associated technical product documentation. Software also includes the software component of integrated appliances.

g. “**Specifications**” means any and all manuals, instructions and other documents and materials that Industrial Defender provides or makes available to Client at the time of sale in any form or medium which describe the functionality, components, features or requirements of the Industrial Defender Software, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

h. “**Standard Business Day**” is defined as 8 am ET to 5 pm ET Monday through Friday, excluding US Federal holidays.

i. “**Support Services**” or “**Post Implementation Services**” means support for Software offered by Industrial Defender under its standard software support policy.

- j. “**BES**” means the Bulk Electric System.
- k. “**NERC**” means the North American Electric Reliability Corporation.
- l. “**CIP**” means the NERC Critical Infrastructure Protection standards.
- m. “**EACMS**” means the City’s Water and Light Department’s Electronic Access Control or Monitoring Systems.
- n. “**PACS**” means the City’s Water and Light Department’s

Physical Access Control Systems.

- o. “PCA” means the City’s Water and Light Department’s Protected Cyber Assets and associated BES Cyber System Information.

3. Industrial Defender Software

i. License. When Industrial Defender accepts Client’s order, Industrial Defender grants Client a perpetual, nonexclusive, non-assignable, nontransferable, worldwide license to use the Software only within Client’s Enterprise. The Software is owned by Industrial Defender, one of its subsidiaries or a third party and is copyrighted and licensed (not sold).

ii. Authorized Use. Under each license, Industrial Defender authorizes Client to:

i. Store, load, execute or display the Software on a machine for Client’s own internal business purposes;

ii. Use the Software to the extent of the authorizations Client has obtained from Industrial Defender as stated in a Transaction Document; and

iii. Make and install copies of the Software only to the extent of the authorizations Client has obtained from Industrial Defender as stated in a Transaction Document, except to make one (1) copy of the Software for archival or disaster recovery purposes or when copying is an essential step in the authorized use of the Software.

iii. Client’s Obligations and Restrictions.

i. For each Software product, Client agrees to:

A. Reproduce all copyright notices in the original Software on all copies;

B. Comply with any additional or different terms in a Transaction Document or Attachment;

C. Ensure that anyone who uses the Software does so only for Client’s authorized use and complies with these terms; and 3.3.1.4 Maintain a record of all copies and provide it to Industrial Defender upon request.

ii. For each Software product, Client may not:

A. Modify or disable any licensing or control features of the Software;

B. Modify, adapt, reverse assemble, disassemble, reverse engineer, decompile or otherwise translate the Software unless expressly permitted by applicable law without the possibility of contractual waiver;

C. Sublicense, assign, rent, lease, loan, resell, distribute the Software, use the Software in a service bureau or time-sharing arrangement or transfer it outside Client’s Enterprise; or

D. Copy the Software, in whole or in part, onto a public network.

iv. License Termination

i. Client may terminate the license for any Software at any time on thirty calendar days’ written notice to Industrial Defender.

ii. Industrial Defender may terminate Client’s license for any Software if Client fails to comply with the material terms of this Agreement or for failure to timely pay Industrial Defender in full for the Industrial Defender Products.

iii. Upon termination, Client must immediately cease all use of the Software.

iv. Client agrees to promptly destroy all copies of the Software after either Party has terminated the license and certify to Industrial Defender upon request.

v. If a license to Software is terminated, Client’s authorization to use the Software is also terminated.

v. Software Deployment

i. Client is responsible for installation of the Software unless the Software has been pre-installed by Industrial Defender on the Hardware Client is purchasing under the order or unless Client purchases Deployment Services from Industrial Defender for ordered Industrial Defender Software.

ii. If offered by Industrial Defender, Industrial Defender will deliver the tangible media to the delivery address specified on the applicable order.

vi. Support Services

i. Support Services and extended warranties are available for the Industrial Defender Products that

Client has purchased from Industrial Defender.

ii. Support Services consist of Industrial Defender's annual technical support services Client may have ordered from Industrial Defender for the Software. If ordered, annual technical support (including first year and all subsequent years) is provided under Industrial Defender's technical support policies in effect at the time the technical support services are provided. Client agrees to cooperate with Industrial Defender and provide the access, resources, materials, personnel, information and consents that Industrial Defender may require to perform the Support Services. The technical support policies are set forth in the applicable Transaction Document and are subject to change at Industrial Defender's discretion; however, Industrial Defender policy changes will not result in a material reduction in the level of technical support services provided for supported Industrial Defender Software during the period for which fees for technical support have been paid. Client should review the policies prior to entering into the order for the applicable technical support services. Industrial Defender will provide in written form the existing or a web link to Industrial Defender's applicable technical support policies.

iii. Support Services are effective upon the date Industrial Defender accepted Client's order.

iv. Industrial Defender has no obligation to provide support for products that it has determined have reached end-of-life or that it does not regularly offer to its clients.

vii. Non-Industrial Defender Software. Non-Industrial Defender Software is licensed under a separate third-party license agreement.

viii. Software Compliance

i. Industrial Defender or its nominee (including its accountants and auditors) may, in its sole discretion on seven days' written notice, inspect and audit Client's use of the Industrial Defender Software under this Agreement. All such audits shall be conducted during regular business hours and in a manner that does not unreasonably interfere with Client's business operations. Client shall make available all such books, records, equipment, information and personnel, and provide all such cooperation and assistance, as may reasonably be requested by or on behalf of Industrial Defender with respect to such audit. If the audit determines that Client's use of the Industrial Defender Software exceeded the usage permitted by this Agreement Client shall pay to Industrial Defender all amounts due for such excess use

of the Industrial Defender Software, plus interest on such amounts. If the audit determines that such excess use equals or exceeds 5% of Client's permitted level of use, Client shall also pay to Industrial Defender all reasonable costs incurred by Industrial Defender in conducting the audit. Client shall make all payments required under this Section within thirty days of the date of written notification of the audit results.

4. Industrial Defender Hardware.

a. Title and Risk of Loss. Title and risk of loss and damage will pass to Client at Industrial Defender shipping point (origin) unless otherwise as agreed upon in the Transaction Document. Industrial Defender will ship according to Client's written instructions. Industrial Defender will ship the hardware and other items necessary for use, via Industrial Defender's choice of carrier, no later than the shipping dates listed in the Order form to the Client's designated location. A failure to receive shipment of any component, shall be deemed to be a total failure and the items shipped shall not be deemed shipped nor delivered until all of the elements are received. The client reserves the right to cancel such order form in part or in its entirety, and revoke title and risk of loss which passes therefrom.

b. Hardware Deployment.

i. Client agrees to provide an environment meeting the requirements for the Hardware as specified in its published documentation.

ii. Within 30 calendar days of shipment of Hardware, or as otherwise specified in a Transaction Document, Client agrees to deploy the Hardware or, if Industrial Defender is responsible for the deployment, to allow Industrial Defender to deploy the Hardware. Industrial Defender has standard deployment procedures which may be described in a Transaction Document. For Industrial Defender deployed Hardware, Industrial Defender will successfully complete these procedures before it considers Industrial Defender Hardware deployed.

iii. Industrial Defender may sell Hardware upgrades for installation on Hardware, and, in certain instances, only for installation on a designated, serial-numbered Hardware. Within thirty (30) calendar days of the shipment of a Hardware upgrade, Client agrees to install the Hardware upgrade or, if Industrial Defender is responsible for the installation, to allow Industrial Defender to install the Hardware upgrade.

5. Services.

a. Description of Services. Industrial Defender shall use commercially reasonable efforts to provide Services to Client in accordance with written SOWs agreed to between the parties.

b. Project Personnel; Project Coordinator.

i. Personnel. Industrial Defender shall have sole control over the assignment of its employees. Industrial Defender personnel will comply with Industrial Defender's Code of Conduct.

ii. Coordinator. Client shall designate a Project Coordinator and other individuals with whom Industrial Defender personnel will interface in connection with the Services under such SOW. Client's designated Project Coordinator shall be Client's principal contact for all purposes of the applicable SOW. Client hereby designates the following individuals: Bill Isbister (Project Coordinator) Rich Wiemann (Infrastructure Manager) and Tom Meyer (Infrastructure Supervisor).

iii. Background Checks. Prior to any Industrial Defender personnel performing Services hereunder, Industrial Defender, at its sole cost and expense, shall conduct reasonable background checks on personnel designated to work at client's site, which background checks shall include a review of drug screen, criminal history and educational and employment history, in accordance with state, federal and local law, including but not limited to NERC CIP requirements. If any Industrial Defender personnel, agent or subcontractor shall have authorized electronic or authorized unescorted physical access to Bulk Electric System Cyber Systems, Industrial Defender shall be responsible for conducting a seven year personnel risk assessment of each such person and to evaluate the background check according to the criteria set forth in Appendix H. If it is not possible to perform a full seven year criminal history records check, Industrial Defender shall conduct as much of the seven year criminal history records check as possible and shall document the reason the full seven year criminal history records check could not be performed. Industrial Defender shall be responsible for the storage of any documentation related to the background checks of its employees, agents and subcontractors. Industrial Defender shall retain the records related to the background checks and personnel risk assessments for the length of time required by either the applicable NERC Standard or the Missouri State Local Records Board Record Retention Schedule, whichever is longer.

iv. No Industrial Defender employees, agents, and subcontractors shall be granted authorized electronic

or authorized unescorted physical access to Medium Impact BES Cyber Systems, their associated EACMS, PACS, PCA, and the physical and electronic locations where BCSI/CELL is stored unless Industrial Defender has certified that Industrial Defender has performed the required background check and the personnel requesting access has no disqualifying offenses or events.

v. If any Industrial Defender's employees, agents, and subcontractors will need either authorized electronic access and or unescorted physical access to City's Medium Impact BES Cyber Systems, their associated EACMS, PACS, PCA, and the physical and electronic locations where BES Cyber System Information is stored must first complete City's CWLD training program prior to being granted such access.

c. Proprietary Rights.

i. Pre-Existing Works. Industrial Defender retains ownership of the copyright in any of Industrial Defender's or its suppliers' works that pre-exist or were developed outside of this Agreement and any modifications or enhancements of such works that may be made under this Agreement ("Industrial Defender Property").

ii. Developed Works. Industrial Defender will own the copyright in any literary works or works of authorship first created in the performance of the Services (the "Work Product").

iii. License to Work Product. Industrial Defender grants to Client an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute (internally only) copies of the Work Product delivered to Client.

iv. License to Industrial Defender Property. Industrial Defender grants to Client an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute (internally only) copies of the Industrial Defender Property to the extent the Industrial Defender Property is embedded in any Work Product delivered to Client.

d. Assistance. Each Party agrees to render all reasonably required assistance to the other Party in order to protect and perfect the rights hereinabove described.

e. Acceptance of Work Product. Upon receipt of any Work Product delivered to Client, Client shall within a period of ten (10) business days provide Industrial Defender with a detailed written description of any non-conformances of the Work Product with the

Specifications and descriptions set forth in the applicable SOW. Industrial Defender shall have ten (10) business days to correct any non-conformances so noted. Client shall be deemed to have accepted the Work Product if Industrial Defender does not receive written notice of non-conformances within such ten (10) business day period. Any commercial or other productive use by Client of Work Product shall constitute acceptance of such product.

6. Warranties.

a. Software and Software Support. Unless otherwise provided in a Transaction Document, Industrial Defender warrants that for a period of ninety (90) days from the date of delivery (the "Software Warranty Period") the Software will perform substantially in conformance with the applicable Specifications. If the Software fails to perform as warranted in this Section, Client's sole and exclusive remedy will be for Industrial Defender, at its option, to (i) replace the Software with Software that conforms to the warranty, (ii) correct the error or (iii) refund the purchase price; provided Client has notified Industrial Defender in writing of such defects during the Software Warranty Period.

Hardware. Unless otherwise provided in a Transaction Document, Industrial Defender warrants that for a period of one (1) year the Hardware will be free from defects in materials and workmanship that result in a material deviation from the applicable published Industrial Defender technical Specification ("**Hardware System Failure**"). Upon the occurrence Hardware System Failure, Industrial Defender will ship a replacement within three (3) business days following its receipt of the failed Hardware, if in advance of its receipt, such Hardware (1) was evaluated by Industrial Defender Technical Support in person or via telephone, and (2) Client received a Technical Support Return Merchandise Authorization ("**RMA**") number from Industrial Defender. Further, the Hardware must be shipped, pre-paid, to Industrial Defender or a designated representative, and the RMA number must be clearly indicated on the shipping box and papers. Client may purchase an extended hardware warranty for certain Industrial Defender Products as stated in an SOW. In the event of a Hardware System Failure during the extended warranty term, the hardware replacement terms are the same as for the Hardware Warranty described above. A replacement unit may be a new or reconditioned unit of equivalent or better value. The remedies set forth herein are Client's sole and exclusive remedy for a Hardware System Failure.

b. Services. Industrial Defender warrants that it

performs each Service in a professional and workmanlike manner consistent with the standards of the industry and according to its description (including any completion criteria) contained in this Agreement or an SOW. Client agrees to provide timely written notice of any failure to comply with this warranty so that Industrial Defender can take corrective action. The remedies set forth herein are Client's sole and exclusive remedy for a breach of the warranty for Services.

c. Warranty Limitations

i. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE INDUSTRIAL DEFENDER PRODUCTS ARE PROVIDED "AS IS" AND INDUSTRIAL DEFENDER MAKES NO REPRESENTATIONS OR WARRANTIES OR COVENANTS, EITHER EXPRESS OR IMPLIED, IN RESPECT OF THE INDUSTRIAL DEFENDER PRODUCTS, INCLUDING WITHOUT LIMITATION, STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ARISING FROM CUSTOM, COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT ALLOWABLE BY APPLICABLE LAW.

ii. INDUSTRIAL DEFENDER DOES NOT WARRANT THAT INDUSTRIAL DEFENDER PRODUCTS WILL OPERATE IN HARDWARE AND SOFTWARE COMBINATIONS OR MEET ANY TECHNICAL REQUIREMENTS SELECTED BY CLIENT UNLESS SUCH COMBINATIONS OR REQUIREMENTS ARE CERTIFIED BY INDUSTRIAL DEFENDER AS SET FORTH IN THE APPLICABLE SPECIFICATIONS. IN ANY EVENT, THE STANDARD OF WARRANTY APPLICABLE TO ANY SUCH COMBINATIONS OR COMPLIANCE WITH TECHNICAL REQUIREMENTS OF CLIENT SHALL BE LIMITED TO THAT OF PERFORMANCE SUBSTANTIALLY IN CONFORMANCE WITH THE APPLICABLE SPECIFICATIONS. INDUSTRIAL DEFENDER DOES NOT WARRANT THAT THE INDUSTRIAL DEFENDER PRODUCTS WILL BE SUITABLE FOR THE BUSINESS PURPOSES OF CLIENT OR ITS CLIENTS.

iii. INDUSTRIAL DEFENDER DOES NOT WARRANT THAT THE OPERATION OF INDUSTRIAL DEFENDER PRODUCTS WILL BE COMPLETELY UNINTERRUPTED OR ERROR FREE. CLIENT ASSUMES THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SOFTWARE AND ANY HARDWARE OR CONSOLE. CLIENT ACKNOWLEDGES AND AGREES THAT THE SOFTWARE AND ANY HARDWARE PROVIDED BY INDUSTRIAL DEFENDER ARE DESIGNED FOR USE BY CLIENT AS A COMPONENT OF CLIENT'S SECURITY AND COMPLIANCE STRATEGY, AND CLIENT (AND NOT INDUSTRIAL DEFENDER) SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT ITS SECURITY AND COMPLIANCE NEEDS



ARE MET. NEITHER THE INDUSTRIAL DEFENDER PRODUCTS, NOR OTHER RESULTS THEREOF ARE INTENDED TO, NOR DO THEY DO, ENSURE OR GUARANTEE THAT CLIENT IS COMPLIANT WITH ANY PARTICULAR LAW, RULE OR REGULATION, OR ANY INDUSTRY-SPECIFIC SECURITY STANDARD, APPLICABLE TO CLIENT OR THE CONDUCT OF ANY ASPECT OF CLIENT'S BUSINESS.

iv. The above warranties do not apply to defects resulting from (i) improper or inadequate maintenance by Client or any third party; (ii) use of Industrial Defender Products in combination with Client or third party supplied software, equipment, or supplies; (iii) any modifications to the Industrial Defender Products if not authorized in advance by Industrial Defender in writing; (iv) any improper use or operation outside of the Specifications for the Industrial Defender Product; (v) abuse, negligence, accident, loss or damage in transit; (vi) improper site preparation; or (vii) maintenance or repairs not authorized in advance by Industrial Defender in writing.

Industrial Defender will provide to Client the full benefit of all covenants, warranties, representations and indemnities granted to Industrial Defender by third parties in connection with any non-Industrial Defender Products. Industrial Defender provides no additional warranties or indemnifications for Non-Industrial Defender Products.

v. The exclusive remedies set forth in this Section 6 are independent of any other limitation of liability and reflect a separate allocation of risk from provisions limiting a Party's liability.

7. Industrial Defender Indemnification

a. Indemnity. Industrial Defender shall, at its expense, defend any claim, action or allegation brought against Client by an unaffiliated third party that Hardware, Software or Work Product delivered under this Agreement infringes that party's valid U.S. copyright, trademark or patent or misappropriates that party's trade secret and shall pay all costs, damages and attorney's fees that a court finally awards against Client or that are included in a settlement approved in advance by Industrial Defender; provided that Client gives prompt written notice to Industrial Defender of any such claim, action or allegation and allows Industrial Defender to control, and cooperates with Industrial Defender in, the defense and any related settlement negotiations.

b. Options.

i. In the event any such claim, action or

allegation is made or appears likely to be made, Client agrees to permit Industrial Defender, in Industrial Defender's discretion, to:

- A. Enable Client to continue to use the Hardware, Software or Work Product;
- B. Modify or amend the Hardware, Software or Work Product; or
- C. Replace the Hardware, Software or Work Product with other material having substantially the same or better capabilities.

ii. If Industrial Defender determines that none of the foregoing is commercially reasonable, Client agrees to promptly return the Hardware, Software or Work Product and discontinue use. Industrial Defender will then give Client a credit equal to:

- A. For Hardware, Client's net book value according to generally-accepted accounting principles;
- B. For Software, the amount Client paid Industrial Defender for the Software's license or 12 months' charges (whichever is less); and
- C. For Work Product, the amount Client paid Industrial Defender for the creation of the Work Product.

c. Exclusions. The obligations of Industrial Defender set forth in Section 7(a) shall not apply to the extent the infringement (i) arises as a result of modifications to the Hardware, Software or Work Product made by any party other than Industrial Defender or Industrial Defender's authorized representative, if such infringement would not have occurred without such modification, or (ii) is due to the use of the Hardware, Software or Work Product in conjunction or combination with any materials, if such infringement would not have occurred without such conjunction or combination.

d. Entire Liability. This Section 7 states the entire liability of Industrial Defender with respect to infringement of any patent, copyright, trade secret or other proprietary right.

8. Client's Warranty and Obligations.

a. Client Warranty. Client warrants that it owns all rights, title and interest in and to any programs, systems, data or materials furnished to Industrial Defender

hereunder (including all Client property), or otherwise possess adequate rights in or to the same to permit Industrial Defender to perform the work. Notwithstanding any contrary terms in any contract document, if Client requests Industrial Defender to perform work on or with respect to materials other than materials provided to Client from Industrial Defender, Client represents and warrants that Industrial Defender has the right to perform work on or with respect to such materials.

Client Obligations. Client shall use commercially reasonable efforts to perform all Client obligations set forth in each Transaction Document. In addition, Client shall provide such assistance and resources as reasonably requested by Industrial Defender, including access to such information and personnel necessary to complete the work on a timely basis. If Industrial Defender personnel are required to be present on a Client site, Client will provide adequate workspace and shall provide in advance and in writing reasonable worksite safety and security rules and training to which such personnel are to conform. Client shall be responsible for obtaining and paying for any releases, rights, licenses, clearances or permissions necessary to use any third-party materials which are the responsibility of Client to provide in connection with any Services performed by Industrial Defender under any

Transaction Document. Any due dates relating to Industrial Defender's obligations under any Transaction Document shall be extended on a day-for-day basis for any delay caused by Client's delay in performing any dependent obligations thereunder.

9. Limitation of Liability.

a. Except as expressly required by law without the possibility of contractual waiver, in no event will Industrial Defender (or its suppliers or licensors) be liable to Client for any of the following, even if informed of their possibility: any loss of or damage to data, special, incidental, exemplary or indirect damages or for any economic consequential damages or lost profits, business, revenue, goodwill or anticipated savings.

b. Regardless of the basis on which Client is entitled to claim damages from Industrial Defender, in no event will Industrial Defender's entire liability for all claims in the aggregate arising out of or in connection with each Product or Service or otherwise arising out of this Agreement exceed the amount of any actual direct damages up to the greater of \$100,000 or the charges (if recurring, 12 months' charges apply) for the Product or Service that is the subject of the claim. The following

amounts are not subject to a cap on the amount of damages:

i. Payments referred to in Section 7 (Industrial Defender Indemnification);

ii. Damages for bodily injury (including death) and damage to real property and tangible personal property for which Industrial Defender is legally liable.

10. Term and Termination

a. Term. This Agreement shall become effective on the Effective Date and shall continue in effect until terminated as provided below. Each SOW may contain independent durations and additional termination rights.

b. Termination.

i. Either Party may terminate this Agreement and/or any Transaction Document in the event the other Party breaches a material term hereof, and such breach is not cured by such other Party within thirty (30) days after such other Party's receipt of written notice of such breach.

ii. By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.

iii. By Convenience. With thirty days written notice, City may terminate this Agreement for convenience. In event of early termination for convenience the Client shall not be entitled to a refund of any prepaid fees.

c. Notice; Effect of Termination. Notice of termination of any Transaction Document shall not be considered notice of termination of this Agreement unless specifically stated in such notice; provided, however, that any termination of this Agreement shall automatically terminate performance of all uncompleted Transaction Documents. Upon termination of this Agreement or the applicable Transaction Document, all obligations of Industrial Defender to perform following the effective date of such termination, as well as Client's obligation to pay for such Services or right to utilize any Work Product, shall cease. For the avoidance of doubt, termination of this Agreement shall not affect any Transaction Document under which all obligations of both parties, as of the effective date of termination, have been completed. Client shall pay Industrial Defender for all Services performed and costs incurred up through such termination date in addition to costs associated with work in progress and reasonable termination or "wind-down" costs. Termination shall be Client's sole and exclusive remedy for delay or failure of Industrial Defender to complete an SOW.

d. Survival. Sections that by their nature survive expiration or termination shall survive any expiration or termination of this Agreement.

11. Charges and Payment

a. Amounts are due upon receipt of invoice and payable within 30 days.

b. Charges for Services are billed as specified in a Transaction Document, which may be in advance, periodically during the performance of the Service or after the Service is completed.

c. Client agrees to pay accordingly, including any late payment fees as set forth below.

d. Payment may be made electronically to an account specified by Industrial Defender or by other means agreed to by the parties.

e. If any authority imposes upon any transaction under this Agreement a duty, tax, levy, or fee, excluding those based on Industrial Defender's net income, then Client agrees to pay that amount as specified in an invoice, unless Client supplies exemption documentation. Client is responsible for any personal property taxes for each Product from the date Industrial Defender ships it to Client.

Additional taxes and tax related charges may apply if Industrial Defender personnel are required to perform Services outside the United States or Industrial Defender Products are delivered outside of the United States. As practical, Industrial Defender will work to mitigate such additional tax and tax related charges and will inform Client in advance if these additional charges apply and are payable by Client.

f. If Client fails to make any payment when due then, in addition to all other remedies that may be available to Licensor:

i. Industrial Defender may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and

ii. Client shall reimburse Industrial Defender for all reasonable costs incurred by Industrial Defender in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs and collection agency fees.

iii. All amounts payable to Industrial Defender under this Agreement shall be paid by Client to Industrial Defender in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of taxes may be required by applicable law).

12. General

a. Confidential or Proprietary Information. The exchange of any confidential information will be made under a separate, signed confidentiality agreement. However, to the extent confidential information is exchanged in connection with any Product or Service under this Agreement, the applicable confidentiality agreement is incorporated into, and subject to, this Agreement. The term of such confidentiality agreement shall be extended automatically to the ending performance date of this Agreement's last Transaction Document. City is subject to the Missouri Sunshine Law. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. The parties shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law. Industrial Defender shall not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential information it receives in connection with its performance of the services.

b. Merger and Amendments. This Agreement (including Transaction Documents, and other attachments hereto, which are hereby incorporated by reference) may not in any way be modified, changed or amended except by a written instrument duly executed by both the Parties hereto. This Agreement, when executed, constitutes the entire, final, complete and exclusive agreement between the parties and supersedes any prior negotiations, understanding or agreements whether oral or in writing, concerning the subject matter, hereof. Additional or different terms in any written communication from client (such as a purchase order) are void.

c. Construction. All references in this Agreement to "Sections" and "Exhibits" refer to the sections and exhibits to this Agreement. The words "hereof," "herein" and "hereunder" and other words of similar import refer to this Agreement as a whole, including the exhibits and schedules hereto. Whenever the terms "including" or "include" are used in this Agreement in connection with a single item or a list of items within a particular classification (whether or not the term is followed by the phrase "but not limited to" or words of similar effect), that reference shall be interpreted to be illustrative only,

and shall not be interpreted as a limitation on, or an exclusive enumeration of the items within that classification.

d. Governing Law and Jurisdiction. This Agreement is made in accordance with and shall be governed and construed under the laws of the State of Missouri, without reference to its conflicts of laws principles.

e. Disputes. Each Party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The Parties will attempt in good faith to resolve all disputes, disagreements, or claims between the Parties relating to this Agreement. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Missouri in each case located in the state of Missouri and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

f. Assignment. Neither Party may assign this Agreement or any right or obligation hereunder, directly, indirectly, by operation of law or otherwise, without the prior written consent of the other Party (which shall not be unreasonably withheld). The assignment of this Agreement, in whole or in part, within a Party or an Affiliate or to a successor organization by merger or acquisition does not require the consent of the other Party; however, written notice shall be provided. It is not considered an assignment for Industrial Defender to divest a portion of its business in a manner that similarly affects all of its customers. Any other assignment by either Party shall be void and of no force or effect. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of each Party.

g. Severability. If any provision of this Agreement is held to be illegal, unenforceable or invalid, no other provision of this Agreement shall be affected thereby, and the remaining provisions of this Agreement shall be construed and reformed and shall continue with the same effect as if such illegal, unenforceable or invalid provision was not a part hereof.

h. Waiver. Any waiver (express or implied) by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or

breach.

i. Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered properly given or made if hand delivered, mailed registered first class mail, postage prepaid, emailed with a return receipt provided, or sent by express overnight courier service at the addresses first written above or to such other address as any such Party may have designated by like notice forwarded to the other Party hereto. All notices shall be deemed given when received.

j. Headings. The headings and captions contained in this Agreement shall not be considered to be a part hereof for purposes of interpreting or applying this Agreement, but are for convenience only.

k. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

l. Import and Export Controls. Each Party understands and acknowledges that the parties are subject to regulation by agencies of the U.S. government, including the U.S. Department of Commerce, which prohibit export or diversion of certain products, technology and technical data to certain countries.

m. Reserved

n. Compliance With Laws. Industrial Defender will comply with laws applicable to Industrial Defender generally as a provider of information technology products and services. Industrial Defender is not responsible for determining the requirements of laws applicable to Client's business, including those relating to Products and Services that Client acquires under this Agreement, or that Industrial Defender's provision of or Client's receipt of particular Products or Services under this Agreement meets the requirements of such laws. Neither Party is obligated to take any action that would violate applicable law.

o. Government Uses. If Client is an agency of the U.S. Government, the following will apply: The Work Product has been developed entirely at private expense, is regularly used for non-governmental purposes and has been licensed to the public. The Industrial Defender Products are "commercial items" as that term is defined in 48 C.F.R. 2.101 (Oct. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4

(June 1995), all U.S. Government agencies acquire only those rights to the Software and Documentation as are expressly set forth herein.

p. Contingency. Neither Party shall be held responsible for any delay or failure in performance hereunder (other than failure to make payments) caused in whole or in part by fire, strike, flood, embargo, labor dispute, delay or failure of any subcontract, act of sabotage, riot, accident, delay of carrier or supplier, internet outages, voluntary or mandatory compliance with any governmental act, regulation or request, act of God or by public enemy, or any act or omission or other cause beyond the other Party's control. If any such contingency shall occur, this Agreement shall be deemed extended by the length of time such contingency continues.

q. Independent Contractors. The relationship of Industrial Defender and Client established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give the other Party the power to direct and control the day-to-day activities of the other.

r. Changes. Any alterations or modifications to this Agreement and any Transaction Documents (a "Change Order") incorporated hereunder shall be binding only if transmitted in writing, mutually agreed to and signed by authorized representatives of both Parties. Changes to this Agreement or applicable Transaction Documents incorporated hereunder shall reference this Agreement's and the applicable Transaction Document's title and/or nomenclature, if applicable.

s. Equitable Adjustment. This Master Purchase Agreement and any applicable Transaction Document shall be equitably adjusted by mutual agreement in price, delivery or other provisions of this Agreement to reflect changes in law, rules, interpretations and regulations promulgated or effected subsequent to the effective date of the Agreement which in any way affects either Party's performance or requirements hereunder.

t. Non-solicitation. During the Term of a Transaction Document and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under a Transaction Document who is then in the employment of the other Party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this

Section, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this Section. If either Party breaches this Section 12(t), the breaching Party shall, on demand, pay to the non-breaching Party a sum equal to one year's basic salary or the annual fee that was payable by the claiming Party to that employee, plus the recruitment costs incurred by the non-breaching Party in replacing such person.

u. Non-Exclusivity. Industrial Defender is free to enter into similar agreements with others to develop, acquire, or provide competitive products and services. No personnel performing work hereunder shall be restricted or prevented from performing services for others, or developing technology, that is similar to the services provided under this Agreement.

v. Security. Industrial Defender shall adhere to the applicable requirements of the Cybersecurity Supply Chain Requirements Supplement, which is attached and incorporated hereto as Exhibit A to this Agreement.

13. Insurance. Industrial Defender shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Industrial Defender is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Industrial Defender under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Workers' Compensation & Employers Liability. Industrial Defender shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

Commercial General Liability. Industrial Defender shall maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Auto Liability. Industrial Defender shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Industrial Defender does not own automobiles, Industrial Defender agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Industrial Defender may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Industrial Defender agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the Industrial Defender and the City. Industrial Defender is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Industrial Defender fails to maintain and keep in force the required insurance or to obtain coverage from its

subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.

The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Industrial Defender and/or their employees and/or their subcontractors in the performance of this Agreement.

14. **Employment of Unauthorized Aliens Prohibited.** Industrial Defender agrees to comply with Missouri State Statute Section 285.530 in that Industrial Defender shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, Industrial Defender shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Industrial Defender shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Industrial Defender shall require each subcontractors to affirmatively state in its contract with Industrial Defender that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. Industrial Defender shall also require each subcontractor to provide Industrial Defender with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
15. **Nature of City's Obligations.** All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.
16. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
17. **Industrial Defender warrants and guarantees**

that the products, equipment, software and services do not include products, software and services prohibited by any presidential order, any state or federal law, rule or regulation, including but not limited to the 2019 National Defense Authorization Act.

- 18. No Third-Party Beneficiary.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.

- 19. HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Industrial Defender shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Industrial Defender, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Industrial Defender or a subcontractor for part of the services), of anyone directly or indirectly employed by Industrial Defender or by any subcontractor, or of anyone for whose acts the Industrial Defender or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Industrial Defender to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

- 20. Professional Oversight Indemnification.** Industrial Defender understands and agrees that the City has contracted with Industrial Defender based upon Industrial Defender's representations that Industrial Defender is a skilled professional and fully able to provide the services set out in the agreement. In addition to any other indemnification set out in the agreement, Industrial Defender agrees to defend, indemnify, and hold and save harmless the City of Columbia from any and all claims, settlements, and judgments whatsoever arising out of the City's alleged negligence in hiring or failing to properly supervise Industrial Defender. The insurance required by the agreement shall include coverage which shall meet Industrial Defender's obligations to indemnify the City of Columbia as set forth herein and the City shall be named as an additional insured for such insurance.

- 21. Data Ownership and Security.** Industrial Defender and its software shall comply with the requirements of this Section. Industrial Defender shall require its subcontractors or third party software providers to at all times comply with the requirements of this section.

a. Industrial Defender further covenants that any data entered into the software from the City, its employees or derived therefrom (hereinafter "City Data") shall be stored in the United States of America. City Data shall not be transferred, moved, or stored to or at any location outside the United States of America. City Data shall be confidential and proprietary information belonging to either the City or its customers or users of the Software. Industrial Defender shall not sell or give away any such City Data.

b. Industrial Defender shall maintain the security of City Data and that of City's customers and any user that is stored in or in any way connected with Software Products and applications. If either Party believes or suspects that security has been breached or City Data compromised whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach within forty-eight (48) hours.

c. **NO HARMFUL CODE:** Industrial Defender warrants that the Software Products do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. "Harmful Code" shall also include any code containing any program, routine, or device which is designed to monitor consumers in the privacy of their home or during other private activities without their knowledge, including but not limited to the use programs to monitor the use of audio beacons emitted by television contained in software programs such as Silverpush or other comparable program or the use of video or photographic content without the consumers consent.

d. Industrial Defender warrants and guarantees that the products, equipment, software and services do not include products, software and

services prohibited by any presidential order, state or federal law, rule or regulation, including but not limited to the 2019 National Defense Authorization Act. Industrial Defender further warrants and guarantees that its software and services shall not include any foreign adversaries products or services per the May 1, 2020 Executive Order Securing the United States Bulk Power System. Additionally, Industrial Defender shall ensure that its software and services do not include the involvement of any persons or companies of which the U.S. Department of Treasury's Office of Foreign Assets Control has included on its list of sanctioned individuals and companies owned or controlled by, or acting for or on behalf, of targeted countries, or any countries against whom the United States has sanctions.

- 22. Solution Longevity.** Industrial Defender certifies solutions prescribed herein will remain available and supported for a minimum of five (5) years from the time the contract is signed and that any material changes to Industrial Defender's company or products will not affect the City's implementation or support.
- 23. Successor Software Products.** In the event Industrial Defender makes available successor software products (e.g., software products based on a new technical architecture)("Successor Products") with substantially similar functionality to the Industrial Defender or iDefender software products licensed by City ("Licensed Products") within ten (10) years of contract signing, City may transfer the Licensed Products to the Successor Products, for no additional license fees. In such event, City shall pay the then-current Application Software Maintenance Fees for the Successor Products, in addition to any services and/or third party fees associated with the Successor Products.
- 24. Password Security.** Industrial Defender warrants that no 'back door' password or other method of remote access into the software code exists. Industrial Defender agrees that any and all access to any software code residing on the City's server must be granted by the City to Industrial Defender, at the City's sole discretion. Password

lengths utilized in the software must be at least fifteen characters or the maximum supported by Industrial Defender, whichever is longer. The minimum password complexity shall include three or more different types of characters.

- 25. NERC CIP Requirements.** The Parties acknowledge that the City is subject to NERC CIP Standards. The parties agree that the Agreement shall be interpreted in accordance with the provisions of NERC CIP Standards that are applicable to the City of Columbia. Industrial Defender shall comply with all of the terms set forth in Appendix A and shall provide timely notification of identified incidents related to products or services provided to the City that pose a cybersecurity risk; shall coordinate with the City on its response to identified security incidents; provide timely notifications when remote or onsite access should no longer be granted to an employee, agent, or subcontractor; timely notify City of known vulnerabilities related to its products or services that Industrial Defender provides to the City; provide verification of software integrity and authenticity of all software and patches provided by Industrial Defender to City; and coordination of controls for Industrial Defender initiated Interactive Remote Access and Industrial Defender initiated system to system remote access.
- 26. Contract Documents.** This Agreement includes the following exhibits, which are incorporated herein by reference:
- | Exhibit/Appendix | Description |
|------------------|---|
| A | Cybersecurity Supply Chain Requirements |
| B | Quotation Q-46349 |
| C | Statement of Work for Comprehensive Training |
| D | Statement of Work for Production and Backup System |
| E | Statement of Work for QAS System |
| F | Support Policy |
| G | Industrial Defender Product Lifecycle Management Guidelines |
| H | Personnel Risk Assessment Criteria |

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and the year first above written.

Date: 10/6/2022


Industrial Defender


By James P Williams
Name
CEO

Title: _____

CITY OF COLUMBIA, MISSOURI

Date: _____

Customer

By 
Name De'Carlon Seewood

Title: City Manager

Approved as to form:

Nancy Thompson, City Counselor/rw

CERTIFICATION: I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged account(s) 67401850-506653 and that there is an unencumbered balance to the credit of such account in the amount of \$ 291,700.00 sufficient to pay therefore for the initial purchase excluding expenses. Should additional work be needed in excess of this designated dollar amount, the finance department shall verify funds are available to pay for any such work prior to issuance of a purchase order.

By: _____
Director of Finance

Appendix A

Cybersecurity Supply Chain Requirements

Section 1. Definitions

- A. CEII—Critical Energy Infrastructure Information and/or Critical Electric Infrastructure Information.
- B. PII—Personally Identifiable Information.
- C. Security Incident—any circumstance when (i) Industrial Defender knows or reasonably believes that Customer’s Confidential Information hosted or stored by the Contractor has been disclosed; (ii) Industrial Defender knows or reasonably believes that an act or omission has compromised or may reasonably compromise the cybersecurity of the products and services provided to Customer by Industrial Defender or the physical, technical, administrative, or organizational safeguards protecting Industrial Defender’s systems or Customer’s systems storing or hosting Customer Confidential Information; or (iii) Industrial Defender receives any complaint, notice, or communication which relates directly or indirectly to a Security Incident involving (A) Industrial Defender’s handling of Customer Confidential Information or Industrial Defender’s compliance with the data safeguards in this Agreement or applicable laws; in connection with Customer Confidential Information or (B) the cybersecurity of the products and services provided to Customer by Industrial Defender.

Section 2. Industrial Defender Notification to Customer

- A. Industrial Defender will notify Customer immediately by telephone and by email, whenever a Security Incident occurs. Written notice via email shall include the date and time of the Security Incident and a detailed summary of the facts and circumstances of the Security Incident, including a description of (i) why the Security Incident occurred, (ii) the amount of Customer Confidential Information known or reasonably believed to have been disclosed, and (iii) the measures taken to address and remedy the occurrence to and to prevent the same or similar events from occurring in the future.
- B. Industrial Defender shall provide written updates to Customer addressing new facts and circumstances learned after initial written notice. Industrial Defender shall cooperate with Customer in efforts to determine the risk posed to Customer by the Security Incident.

Section 3. Response Coordination

- A. Development and Implementation of Response Plan—Industrial Defender shall develop and implement a “Response Plan,” which shall include policies and procedures to address Security Incidents. The Response Plan shall include appropriate provisions for mitigating the harmful effects of Security Incidents and addressing and remedying the occurrence(s) to prevent the recurrence of similar Security Incidents in the future. Industrial Defender shall provide Customer access to inspect Industrial Defender’s Response Plan. The development and implementation of the Response Plan shall follow industry standard practices, such as those that at a minimum are consistent with the contingency planning requirements of NIST Special Publication 800-61 Rev. 2, NIST Special Publication 800-53 Rev. 4, CP-1 through CP-13 and the incident response requirements of NIST Special Publication 800-53 Rev. 4, IR-1 through IR-10 as those standards may be amended. Immediately upon learning of a Security Incident related to the products and services provided to Customer, Industrial Defender shall implement its Response Plan and, within 24 hours of implementing its Response Plan, shall notify Customer in writing of that implementation as described above.

B. Prevention of Recurrence—within thirty (30) days of a Security Incident, Industrial Defender shall develop and execute a plan that reduces the likelihood of the same or a similar Security Incident from occurring in the future consistent with the requirements of its Response Plan and industry standards (e.g., NIST Special Publication 800-61 Rev. 2 and NIST Special Publication 800-184, as may be amended) and shall communicate that plan to Customer. Industrial Defender shall provide recommendations to Customer on actions that Customer may take to assist in the prevention of recurrence, as applicable or appropriate.

C. Coordination of Incident Response with Customer—Within thirty (30) days of notifying Customer in writing of the Security Incident, Industrial Defender shall recommend actions to be taken by Customer to reduce the risk of a recurrence of the same or similar Security Incident, including, as appropriate, the provision of action plans and mitigating controls. Industrial Defender will provide Customer guidance, recommendations, and other necessary information for recovery efforts and long-term remediation and/or mitigation of cyber security risks posed to Customer Confidential Information, equipment, systems, and networks as well as any information necessary to assist Customer in relation to the Security Incident.

D. Notification to Customer—Industrial Defender will, at its sole cost and expense, assist and cooperate with Customer with respect to any investigation of a Security Incident, disclosures to third parties and other remedial measures as requested by Customer in connection with a Security Incident or required under any applicable laws or regulations related to a Security Incident. In the event a Security Incident results in Customer Confidential Information being disclosed such that notification is required to be made to any person or entity, including without limitation any customer, shareholder, or current or former employee of Customer under any applicable laws, including privacy and consumer protection laws, or pursuant to a request or directive from a governmental authority, such notification will be provided by Customer, except as required by applicable law or approved by Customer in writing. Customer will have sole control over the timing and method of providing such notification.

E. Unrelated Security Incidents—In the event,

1. Industrial Defender Confidential Information related to the products and/or services provided to the Customer under this Agreement, has been corrupted or destroyed without authorization or has been accessed, acquired, compromised, modified, used, or disclosed by any unauthorized person, or by any person in an unauthorized manner or for an unauthorized purpose;

2. Industrial Defender knows or reasonably believes that an act or omission has compromised the cybersecurity of the products and services provided by Industrial Defender to an entity other than Customer; or

3. Industrial Defender receives any valid compliant, notice or communication which relates directly or indirectly to the Industrial Defender's handling of Confidential Information or Industrial Defender's compliance with applicable law in connection with Confidential Information or the cybersecurity of the products and services provided by Industrial Defender to an entity other than Customer (Unrelated Security Incident).

Industrial Defender shall provide Customer a confidential and detailed report describing, to the extent legally permissible, the Unrelated Security Incident including, (a) why the Unrelated Security Incident

occurred, (b) the nature of the Industrial Defender's Confidential Information disclosed and (c) the measures being taken to address and remedy the occurrence to prevent the same or a similar event from occurring in the future.

Section 4. Industrial Defender Access Control

A. Industrial Defender shall develop and implement policies and procedures to address the security of Industrial Defender's remote and onsite access to Customer Confidential Information, Customer systems and networks and Customer property (an "Access Control Policy") that is consistent with the personnel management requirements of industry standard practices (for example, NIST Special Publication 800-53 Rev. 4 jAC-2, PE-2, PS-4 and PS-5 as may be amended) and meets the following requirements:

1. Customer Authority Over Access: In the course of furnishing products and services to Customer under this Agreement, Industrial Defender shall not access and shall not permit its employees, agents, contractors and other personnel or entities within its control to access Customer's property, systems or networks or Customer Confidential Information and data without Customer's prior written authorization. Said written authorization may be revoked by Customer at any time in its sole discretion. Any Industrial Defender personnel access shall be consistent with and in no case exceed the scope of access approved by the Customer. All connectivity to Customer's systems or networks shall be in conformity with Customer's security policies as may be amended from time to time with notice to the Industrial Defender.

2. Industrial Defender Review of Access: Industrial Defender will review and verify its personnel's continued need for access and level of access to Customer Confidential Information and Customer systems, networks and property on a quarterly basis and will retain evidence of the quarterly reviews for three years from the date of each review.

3. Notification and Revocation: Industrial Defender will immediately notify Customer in writing within one business day of termination for cause for any Industrial Defender who has access to Customer's system, so that Customer can discontinue electronic and/or physical access for such Industrial Defender personnel. Industrial Defender will take all steps reasonably necessary to immediately revoke such Industrial Defender personnel electronic and physical access to Customer Confidential Information as well as Customer property, systems or networks, including but not limited to, removing and securing individual credentials and access badges, multifactor security tokens, and laptops as applicable. Such revoked Industrial Defender personnel will return to Customer any Customer-issued property including, but not limited to, badges, keys, documents or electronic equipment in the possession of such Industrial Defender personnel.

Section 5. Disclosure and Remediation: Industrial Defender shall develop and implement policies and procedures to address the disclosure and remediation by Industrial Defender of vulnerabilities and material defects related to the products and services provided to Customer under this Agreement including the following:

A. Prior to delivery of product or service, Industrial Defender shall provide or direct Customer to an available source of summary documentation of publicly disclosed vulnerabilities and material defects in the product or services, the potential impact of such vulnerabilities and material defects, the status of Industrial Defender's efforts to mitigate those publicly disclosed vulnerabilities and material defects, and Industrial Defender's recommended corrective actions, compensating security controls, mitigations, and/or procedural workarounds.

B. Industrial Defender shall provide or direct Customer to an available source of summary documentation of vulnerabilities and material defects in the product or services within thirty (30) calendar days after such vulnerabilities and material defects become known to Industrial Defender. The summary documentation shall include a description of each vulnerability and material defect and its potential impact, root cause, and recommended corrective actions, compensating security controls, mitigations, and/or procedural workarounds (e.g., monitoring).

C. Industrial Defender shall disclose the existence of all known methods for bypassing computer authentication in the product or services, often referred to as backdoors, and provide written attestation that all such backdoors created by Industrial Defender have been permanently remediated.

D. Industrial Defender shall implement a vulnerability detection and remediation program consistent with industry standards (e.g., ISO-27417 Vulnerability Disclosure, NIST Cybersecurity Framework v1.1 Reference RS.AN-5, NIST Special Publication 800-53 Rev. 4 RA-5,17 SA-11,18 and SI-2, as may be amended.)

E. Disclosure of Vulnerabilities by Customer: Whether or not publicly disclosed by Industrial Defender and notwithstanding any other limitation in this Agreement, Customer may disclose any vulnerabilities, material defects, and/or other findings related to the products and services provided by Industrial Defender to (a) the Electricity Information Sharing and Analysis Center ("E-ISAC"), the United States Cyber Emergency Response Team ("CERT"), or any equivalent U.S. governmental entity or program, (b) to any applicable U.S. governmental entity when necessary to preserve the reliability of the BES as determined by Customer in its sole discretion, or (c) any entity required by applicable law.

Section 6. Verification of Software Integrity and Authenticity

A. Hardware, Firmware, Software and Patch Integrity and Authenticity

1. Industrial Defender shall establish, document, and implement risk management practices for supply chain delivery of hardware, software (including patches), and firmware provided under this Agreement. Industrial Defender shall provide documentation on its: chain-of-custody practices, inventory management program (including the location and protection of spare parts), information protection practices, integrity management program for components provided by sub-suppliers, instructions on how to request replacement parts, and commitments to ensure that for 3 three years spare parts shall be made available by Industrial Defender.

2. Industrial Defender shall specify how digital delivery for procured products (e.g., software and data) including patches will be validated and monitored to ensure the digital delivery remains as specified. If Customer deems that it is warranted, Industrial Defender shall apply encryption technology to protect procured products throughout the delivery process.

3. If Industrial Defender provides software or patches to Customer, Industrial Defender shall publish or provide a hash conforming to the Federal Information Processing Standard (FIPS) Security Requirements for Cryptographic Modules (FIPS 140-2) or similar standard information on the software and patches to enable Customer to use the hash value as a checksum to independently verify the integrity of the software and patches.

4. Industrial Defender shall identify or provide Customer with a method to identify the country (or countries) of origin of the procured Industrial Defender product and its components (including hardware, software, and firmware). Industrial Defender will identify the countries where the development,

manufacturing, maintenance, and service for the Industrial Defender product are provided. Industrial Defender will notify Customer of changes in the list of countries where product maintenance or other services are provided in support of the procured Industrial Defender product. This notification in writing shall occur at least 180 days prior to initiating a change in the list of countries.

5. Industrial Defender shall provide a software bill of materials for procured (including licensed) products consisting of a list of components and associated metadata that make up a component.

6. Industrial Defender shall use or arrange for the use of trusted channels to ship procured products, such as U.S. registered mail and/or tamper-evident packaging for physical deliveries.

7. Industrial Defender shall demonstrate a capability for detecting unauthorized access throughout the delivery process.

8. Industrial Defender shall demonstrate chain-of-custody documentation for procured products as determined by Customer in its sole discretion and require tamper-evident packaging for the delivery of this hardware.

B. Patching Governance

1. Prior to the delivery of any products and/or services to Customer or any connection of electronic devices, assets, or equipment to Customer's electronic equipment, Industrial Defender shall provide documentation regarding the patch management and vulnerability management/mitigation programs and update process (including third-party hardware, software, and firmware) for products, services, and any electronic device, asset, or equipment required by Industrial Defender to be connected to the assets of Customer during the provision of products and services under this Agreement. This documentation shall include information regarding: (a) the resources and technical capabilities to sustain this program and process such as the method or recommendation for how the integrity of a patch is validated by Customer; and (b) the approach and capability to remediate newly reported zero-day vulnerabilities for Industrial Defender products.
2. Unless otherwise approved by the Customer in writing, the current or supported version of Industrial Defender products and services supplied by Industrial Defender shall not require the use of out- of-date, unsupported, or end-of-life version of third-party components (e.g., Java, Flash, Web browser, etc.).
3. Industrial Defender shall verify and provide documentation that procured products (including third-party hardware, software, firmware, and services) have appropriate updates and patches installed prior to delivery to Customer.
4. Industrial Defender continuously assesses published critical vulnerabilities, evaluating the applicability to Supplier product solutions and the applicability of critical vulnerabilities exposing Supplier solutions to threats from the outside. If at any time Industrial Defender determines that a critical vulnerability is a potential exposure to an outside threat, patches are applied, tested extensively, and then merged into the next planned release. However, Industrial Defender does reserve the right to issue a security patch outside of a planned release for any critical vulnerability that may expose a threat from the outside. Depending on the type of vulnerability, patches may need to be applied to the Operating System, BIOS or hardware components. Documentation is provided for each release, in the form of release notes, describing any known security vulnerabilities for which there is not yet a patch from a third party vendor, as well as recommended mitigating actions from Industrial Defender for that release.

C. Viruses, Firmware and Malware

1. Industrial Defender will use reasonable efforts to investigate whether computer viruses or malware are present in any software or patches before providing such software or patches to Customer. To the extent Industrial Defender is supplying third-party software or patches, Industrial Defender will use reasonable effort to ensure the third-party investigates whether computer viruses or malware are present in any software or patches providing them to Customer or installing them on Customer's information networks, computer systems, and information systems.

2. Industrial Defender warrants that it has no knowledge of any computer viruses or malware coded or introduced into any software or patches, and Industrial Defender will not insert any code which would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging information or functionality. To the extent Industrial Defender is supplying third-party software or patches, Industrial Defender will use reasonable efforts to ensure the third-party will not insert any code which would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging information or functionality.

3. When install files, scripts, firmware, or other Industrial Defender-delivered software solutions (including third-party install files, scripts, firmware, or other software) are flagged as malicious, infected, or suspicious by an anti-virus vendor, Industrial Defender must provide or arrange for the provision of technical justification as to why the "false positive" hit has taken place to ensure their code's supply chain has not been compromised.

4. If a virus or other malware is found to have been coded or otherwise introduced as a direct result of Industrial Defender's breach of its obligations under this Agreement, Industrial Defender shall upon written request by Customer and at its own cost: (a) Take all necessary remedial action and provide assistance to Customer to eliminate the virus or other malware throughout Customer's information networks, computer systems, and information systems; and (b) if the virus or other malware causes a loss of operational efficiency or any loss of data (i) where Industrial Defender is obligated under this Agreement to back up such data, take all steps necessary and provide all assistance required by Customer and its affiliates, or (ii) where Industrial Defender is not obligated under this Agreement to back up such data, use commercially reasonable efforts, in each case to mitigate the loss of or damage to such data and to restore the efficiency of such data.

D. End of Life Operating Systems

1. Industrial Defender-delivered solutions will not be required to reside on end-of-life operating systems, or any operating system that will go end-of-life six (6) months from the date of installation.

2. Industrial Defender shall provide to Customer as soon as commercially practical, all relevant system updates and patches. Software updates will be released no later than eighteen (18) months within the EOL announcement of the underlying operating system.

E. Cryptographic Requirements

1. Industrial Defender shall document how the cryptographic system supporting the Industrial Defender's products and/or services procured under this agreement protects the confidentiality, data integrity, authentication, and non-repudiation of devices and data flows in the underlying system. This documentation shall include, but not be limited to, the following: (a) The cryptographic methods (hash functions, symmetric key algorithms, or asymmetric key algorithms) and primitives (e.g., Secure Hash Algorithm [SHA]- 256, Advanced Encryption Standard [AES]-128, RSA, and Digital Signature Algorithm [DSA]-2048) that are implemented in the system, and how these methods are to be implemented. (b) The preoperational and operational phases of key establishment, deployment, ongoing validation, and revocation.

2. Industrial Defender will use only "approved" cryptographic methods as defined in the FIPS 140-2 Standard when enabling encryption on its products.

3. Industrial Defender shall provide or arrange for the provision of an automated remote key-establishment (update) method that protects the confidentiality and integrity of the cryptographic keys.

4. Industrial Defender shall ensure that: (a) The system implementation includes the capability for configurable cryptoperiods (the life span of cryptographic key usage) in accordance with the Suggested Cryptoperiods for Key Types found in Table 1 of NIST 800-57 Part 1, as may be amended. (b) The key update method supports remote re-keying of all devices within one year as part of normal system operations. (c) Emergency re-keying of all devices can be remotely performed within 30 days.

5. Industrial Defender shall provide or arrange for the provision of a method for updating cryptographic primitives or algorithms.

Section 7. Coordination of controls for Industrial Defender interactive remote access and system to system remote access with Industrial Defender: Industrial Defender shall coordinate with Customer on all remote access to Customer's systems and networks, regardless of interactivity, and shall comply with any controls for interactive remote access and system-to-system remote access sessions requested by Customer.

Controls for Remote Access: If Industrial Defender directly, or through any of their affiliates, subcontractors, or Industrial Defenders, connect to Customer's systems or networks agree to the additional following protective measures:

A. Industrial Defender will not access, and will not permit any other person or entity to access, Customer's systems or networks without Customer's written authorization and any such actual or attempted access will be consistent with any such written authorization.

B. Industrial Defender shall implement processes designed to protect credentials as they travel throughout the network and shall ensure that network devices have encryption enabled for network authentication to prevent possible exposure of credentials.

C. Industrial Defender shall ensure Industrial Defender personnel do not use any virtual private network or other device to simultaneously connect machines on any Customer system or network to any machines on any Industrial Defender or third-party systems, without, (a) using only a remote access method consistent with Customer's remote access control policies, (b) providing Customer with the full name of each individual who uses any such remote access method and the phone number and email address at which the individual may be reached while using the remote access method, and (c) ensuring that any computer used by Industrial Defender personnel to remotely access any Customer system or network will not simultaneously access the Internet or any other third-party system or network while logged on to Customer systems or networks.

D. Industrial Defender shall ensure Industrial Defender personnel accessing Customer networks are uniquely identified and that accounts are not shared between Industrial Defender personnel.

Section 8. Miscellaneous

A. Industrial Defender Cybersecurity Policy: Industrial Defender will provide to Customer the Industrial Defender's cybersecurity policy which shall be consistent with industry standard practices (e.g., NIST Special Publication 800-53 (Rev. 4) as may be amended). Industrial Defender will implement and comply with its established cybersecurity policy. Any changes to Industrial Defender's cybersecurity policy as applied to products and services provided to Customer under this Agreement and Customer Confidential Information shall not decrease the protections afforded to Customer or Customer Confidential Information and any material changes shall be communicated to the Customer in writing by Industrial Defender prior to implementation.

B. Return or Destruction of Customer Information: Upon completion of the delivery of the products and services to be provided under this Agreement, or at any time upon Customer's request, Industrial Defender will return to Customer all hardware and removable media provided by Customer containing Customer Confidential Information. Customer Confidential Information in such returned hardware and removable media shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Customer. If the hardware or removable media containing Customer Confidential Information is owned by Industrial Defender or a third-party, a notarized statement detailing the destruction method used and the data sets involved, the date of destruction, and the entity or individual who performed the destruction will be sent to a designated Customer security representative within thirty (30) calendar days after completion of the delivery of the products and services to be provided under this Agreement, or at any time upon Customer's request. Industrial Defender's destruction or erasure of Customer Confidential Information pursuant to this Section shall be in compliance with industry standard practices (e.g., Department of Defense 5220-22-M Standard, as may be amended).

C. Audit Rights

a. Industrial Defender utilizes the NIST CSF (Cyber Security Framework) and the CIS (Center for Internet Security) controls to audit the effectiveness of our information security program. In addition, an annual penetration test is performed by an external and independent third party.

b. Industrial Defender, if requested by Customer, will provide the results of its yearly security and compliance audits.

D. Regulatory Examinations: Industrial Defender agrees that any regulator or other governmental entity with jurisdiction over Customer and its affiliates may examine Industrial Defender's activities

relating to the performance of its obligations under this Agreement to the extent such authority is granted to such entities under the law. Industrial Defender shall promptly cooperate with and provide all information reasonably requested by the regulator or other governmental entity in connection with any such examination and provide reasonable assistance and access to all equipment, records, networks, and systems reasonably requested by the regulator or other governmental entity. Industrial Defender agrees to comply with all reasonable recommendations that result from such regulatory examinations within reasonable timeframes.

Appendix B

QUOTATION

Account Name	City of Columbia Missouri
Mailing Address	United States
Contact Name	Tom Meyer
Phone	573.441.6603
Email	tom.meyer@como.gov

Created Date	8/22/2022
Quote Expiration	10/15/2022
Quote Number	Q-46349
Quote Name	City of Columbia IDCM Perpetual License 2022

Quoting and ordering assistance, contact:

Point of Contact Sarah Densmore

Email sdensmore@industrialdefender.com

Product Code	Product	Quantity	Sales Price	Total Price
IDCM	Industrial Defender Central Manager License for Production mode system. Include Asset Management, Configuration Change Management, Security Event Monitoring, Policy Management and Reporting applications.	1.00	USD 60,000.00	USD 60,000.00
IDCM-NP	Industrial Defender Central Manager License for Non-production mode system. Include Asset Management, Configuration Change Management, Security Event Monitoring, Policy Management and Reporting applications.	1.00	USD 30,000.00	USD 0.00
EP-BLEND	One (1) ID Endpoint License	100.00	USD 93.75	USD 9,375.00
ID-VMS	ID Vulnerability Monitoring module, passive, open and continuous asset monitoring	1.00	USD 10,000.00	USD 10,000.00
ID-API	This SKU includes the license to use the REST API.	1.00	USD 12,500.00	USD 12,500.00
IDC-SW	Industrial Defender Collector (IDC) Software Only	3.00	USD 7,000.00	USD 21,000.00
ID-SUPPORT-PRM	Premium Support. Access to Software releases and updates. General remote assistance via Support help desk.	3.00	USD 28,575.00	USD 85,725.00
ID-VMS-SUBS	ID Vulnerability Monitoring Service (Yearly)	3.00	USD 10,000.00	USD 30,000.00

Grand Total	USD 228,600.00
-------------	----------------

Description

This quote for City of Columbia is for a IDCM perpetual software license for up to 100 endpoints. The quote also includes three years of Support and the Vulnerability Monitoring service.

The quote doesn't includes Deployment and estimated Travel and Lodging (T&L).

On the PO please state that "The Terms governing this order are per the Terms and Conditions on Quote Q-46349."

Notes

- In order to process a purchase order based on this quote, please verify or update our company name and address within your PO system to: iDefender, LLC, 225 Foxborough Blvd., Suite 202, Foxborough MA 02035.
- Please note your requested delivery date and the iDefender quote number on your order.
- All prices quoted in US Dollars.
- Price does not include delivery or applicable taxes. Delivery and taxes will appear on your invoice.
- All products and/or services quoted are subject to the Terms and Conditions of sale and service of iDefender, LLC..
- Travel and Living (T&L) expenses is an estimate. Client will be invoiced for costs incurred for T&L expenses related to the performance of work at Client site, or other location(s) identified by Client, which require travel including; lodging, auto (rental, taxi, tolls, fuel, mileage) and airfare. Meals and incidentals will be invoiced at aper diem rate of \$75 per day.

Terms and Conditions

TERMS AND CONDITIONS

iDefender, LLC SOFTWARE AND HARDWARE TERMS AND CONDITIONS

- 1. Software License Grant.** Subject to the terms and conditions of the Agreement and any applicable Documentation, iDefender, LLC. ("Industrial Defender") grants Client a nonexclusive, non-assignable, nontransferable, worldwide license to (a) install the Software on Hardware, Third Party Hardware, and/or Virtual Machines; (b) use the Software to monitor up to the number of End Points specified on the Transaction Document(s).
- 2. Restrictions.** Client shall not (a) modify or disable any licensing or control features of the Software; (b) modify, adapt, translate, rent, lease, loan, resell, distribute, or create derivative works based upon the Software, or any part thereof, without prior written approval by Industrial Defender ; (c) use the Software in a service bureau or time-sharing arrangement; (d) copy the Software onto any public network; (e) disassemble, reverse engineer or decompile the Software; (f) make copies of the Software except for archival purposes or when copying is an essential step in the authorized use of the Software; or (g) permit use in excess of the limit of Concurrent Users specified in a Transaction Document(s) or specified by Industrial Defender from time to time.
- 3. Ownership.** Except for the limited license granted herein, Industrial Defender does not confer any title to, or ownership in the Software and the license is not a sale of any rights in the Software. Industrial Defender hereby reserves all other rights in the Software. The Software is owned and copyrighted by Industrial Defender. Client must reproduce all copyright notices in the original Software on all permitted copies.
- 4. Termination.** In the event Client fails to comply with any terms and conditions of the Agreement, Industrial Defender in its discretion may terminate these Industrial Defender ASM Software Terms and Conditions or suspend Client's license to use the Software by upon providing fifteen (15) days' prior written notice to Client. In the event Industrial Defender terminates these Industrial Defender ASM Software Terms and Conditions, Client must immediately cease all use of the Software and, upon request by Industrial Defender, either (a) return the Software to Industrial Defender, together with all copies and merged portions in any form; or (b) destroy all copies and certify such destruction in writing to Industrial Defender. Section 5 herein and any other payment obligations in a Transaction Document shall survive termination.
- 5. Prices and Payment.**
 - a) Unless otherwise set forth in a Transaction Document, Client shall pay all fees in United States dollars thirty days (30) from the date of invoice. Fees are exclusive of, and Client will pay, applicable sales, use, property, customs, excise value-added, withholding or other taxes (except Industrial Defender's income tax) and all applicable shipping, freight, and insurance charges. If applicable, Client will provide Industrial Defender with a tax exemption certificate, and Industrial Defender will exempt Client in accordance with applicable law. If Industrial Defender is directly assessed for any such taxes or other taxes, interest, penalties which may be due with respect to the Software provided under this Agreement, Client shall (a) pay Industrial Defender within thirty (30) days of the date of invoice for such items; or (b) provide evidence reasonably satisfactory to Industrial Defender and its legal counsel if Client believes the tax is not due. Industrial Defender reserves the right to impose on any overdue amounts an interest charge on a monthly basis, calculated at an annual rate of the lower of twelve percent (12%) or the maximum rate allowable by law. Client shall pay any reasonable additional costs of collection including, but not limited to, reasonable attorney fees, incurred by Industrial Defender for failure to pay any undisputed amounts owed hereunder when due. Unless otherwise agreed to by the parties, Industrial Defender will invoice for product, support, warranty, and sustain services, upon shipment of product to Client. Vendor will also invoice for 50% of deployment services/professional services upon shipment of product. Industrial Defender will not invoice Client prior to shipment of the product. Nothing herein shall constitute a waiver of sovereign immunity.
 - b) Payment terms are subject to Industrial Defender credit approval. Industrial Defender may change creditor payment terms at any time if, in Industrial Defender's sole discretion, Client's financial condition, previous payment record, or the nature of Client's relationship with Industrial Defender so warrants. Upon request and to assist Industrial Defender in granting credit approval, Client shall submit any combination of the following documents: (a) audited financial statements; (b) credit application; and/or (c) statutory filings (i.e., a tax filing).
- 6. Shipment and Risk of Loss.** Industrial Defender will ship and insure according to Client's instructions and risk of loss and damage will pass to Client at Industrial Defender's shipping point. Industrial Defender will invoice shipping and insurance charges separately.

7. Warranty.

a) **Software Warranty.** During the Software Warranty Period Industrial Defender warrants that the Software will perform substantially in conformance with the specifications set forth herein. If Client alleges that the Software fails to perform as warranted, Client shall notify Industrial Defender in writing of such defects during the Software Warranty Period. Industrial Defender shall, at its option, either (a) replace the Software with Software which conforms to the warranty; (ii) correct the defects specified in the notice; or (iii) refund the fees for the Software. The remedies set forth herein are Client's sole and exclusive remedy for failure of the Software to perform substantially in conformance with the warranty set forth herein.

b) **Hardware Warranty.** During the Hardware Warranty Period, Industrial Defender warrants that the Hardware will be free from defects in materials and workmanship that result in a Hardware System Failure. Upon the occurrence of a Hardware System Failure, Industrial Defender will ship a replacement within three (3) business days following Industrial Defender's receipt of the failed Hardware if, in advance of its receipt, (a) Industrial Defender Technical Support evaluated the Hardware in person or via telephone and issued a Technical Support RMA; and (b) Customer shipped the Hardware, shipment pre-paid, to Industrial Defender or a designated representative and clearly indicated the RMA number on the shipping box and papers. Customer may purchase an extended Hardware replacement warranty for up to three (3) years from the date of delivery of the Hardware. Industrial Defender handles DOAs as replacements within next business day terms.

c) The warranties set forth in Section 7(a) and (b) do not apply to defects resulting from (i) improper or inadequate maintenance by Client or any third party; (ii) use of Software, Hardware or Products in combination with Client or third party materials; (iii) any modifications to the Software or Hardware not authorized by Industrial Defender in writing; (iv) any improper use or operation outside of the specifications set forth in the Documentation for the Product; (v) abuse, negligence, accident, loss or damage in transit; (vi) improper site preparation; or (vii) maintenance or repairs not authorized by Industrial Defender in writing.

d) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, THE SOFTWARE AND HARDWARE ARE PROVIDED "AS IS" AND INDUSTRIAL DEFENDER MAKES NO REPRESENTATIONS OR WARRANTIES OR COVENANTS, EITHER EXPRESS OR IMPLIED, IN RESPECT OF THE SOFTWARE, HARDWARE OR THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ARISING FROM CUSTOM, COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT ALLOWABLE BY APPLICABLE LAW. INDUSTRIAL DEFENDER DOES NOT WARRANT THAT THE SOFTWARE, HARDWARE, OR PRODUCTS OR THE RESULTS THEREOF WILL (i) ENSURE OR GUARANTEE THAT CLIENT IS COMPLIANT WITH ANY PARTICULAR LAW, RULE OR REGULATION, OR ANY INDUSTRY-SPECIFIC SECURITY STANDARD OR ANY ASPECT OF CUSTOMER'S BUSINESS; (ii) BE COMPLETELY UNINTERRUPTED OR ERROR FREE; (iii) BE SUITABLE FOR THE BUSINESS PURPOSES OF CLIENT OR ITS CUSTOMERS; OR (iv) OPERATE IN HARDWARE AND SOFTWARE COMBINATIONS OR MEET ANY TECHNICAL REQUIREMENTS SELECTED BY CLIENT UNLESS SUCH COMBINATIONS OR REQUIREMENTS ARE CERTIFIED BY INDUSTRIAL DEFENDER AS SET FORTH IN THE APPLICABLE SPECIFICATIONS. IN ANY EVENT, THE STANDARD OF WARRANTY APPLICABLE TO ANY SUCH COMBINATIONS OR COMPLIANCE WITH TECHNICAL REQUIREMENTS OF CLIENT SHALL BE LIMITED TO THAT OF PERFORMANCE SUBSTANTIALLY IN CONFORMANCE WITH THE APPLICABLE SPECIFICATIONS. CLIENT ACKNOWLEDGES AND AGREES THAT (A) CLIENT ASSUMES THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SOFTWARE, HARDWARE, PRODUCT, OR CONSOLE; AND (B) THE SOFTWARE, HARDWARE, AND PRODUCTS ARE DESIGNED FOR USE BY CLIENT AS A COMPONENT OF CLIENT'S SECURITY AND COMPLIANCE STRATEGY, AND CLIENT (AND NOT INDUSTRIAL DEFENDER) SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT ITS SECURITY AND COMPLIANCE NEEDS ARE MET.

8. **Indemnity.** Industrial Defender shall indemnify, defend and hold Client harmless from and against any and all third party claims, suits, actions, proceedings, whether administrative or not, demands, losses, damages, costs and expenses of whatsoever nature, including reasonable attorney fees and expenses) or other liability to the extent the same alleges infringement of any United States patent, trademark, or copyright or misappropriation of a trade secret arising solely from any use of the Software in the unmodified form provided by Industrial Defender provided that Client has used such Software in conformity with all the Agreement (each an "Infringement Claim"). The foregoing indemnification obligation shall be subject to Client (i) promptly giving Industrial Defender written notice of any such Infringement Claim, (ii) giving Industrial Defender full authority, information and assistance to defend such Infringement Claim, and (iii) giving Industrial Defender sole control of the defense of such Infringement Claim and all negotiations for the compromise or settlement thereof. If the Software is, or in Industrial Defender's opinion is likely to be, held to be infringing, Industrial Defender, at its expense and in its sole discretion, may (A) procure the right to allow Client to continue to use the Software; or (ii) modify or replace the Software or infringing portions thereof to

become non-infringing; or (iii) direct the return of the Software and refund to Client any pre-paid amounts for such Software. The foregoing remedies constitute Client's sole and exclusive remedies and Industrial Defender's entire liability with respect to infringement of intellectual property rights. Industrial Defender's indemnification obligations shall not apply with respect to an Infringement Claim if and to the extent such claim arises out of (A) the combination or use of the Software with other products or services; (ii) any modification or alteration of the Software (other than modifications made by or at the written direction of Industrial Defender); (iii) Client's continued use of a prior version or release of the Software if Industrial Defender has made a more current version available to Client, (iv) Client's misuse of the Software; and/or (v) Client's failure to use corrections or enhancements made available by Industrial Defender.

Limitation of Liability. INDUSTRIAL DEFENDER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, NON-COMPENSATORY, PUNITIVE, OR EXEMPLARY DAMAGES RELATED TO THE AGREEMENT OR ANY SOFTWARE, HARDWARE OR PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST INCOME, LOST SAVINGS, REGULATORY AGENCY FINES, WORK STOPPAGE OR IMPAIRMENT OF OTHER GOODS, OR DAMAGES RESULTING FROM LOSS OF USE OR LOSS OF THE SOFTWARE, HARDWARE OR PRODUCT(S) OR ANY ASSOCIATED DATA. THIS LIMITATION WILL APPLY EVEN IF INDUSTRIAL DEFENDER HAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL INDUSTRIAL DEFENDER'S LIABILITY FOR DAMAGES HEREUNDER EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CLIENT FOR THE AFFECTED SOFTWARE, HARDWARE OR PRODUCTS. THE LIMITATIONS SET FORTH HEREIN SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FIND IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

10. Export Requirements. Client may not export or re-export the Software, Hardware or Products or any copy or adaptation in violation of any applicable laws or regulations.

11. Government Use. Client represents that Client is not an agency of the United States Government. Client shall not acquire any Software or Hardware on behalf of any unit or agency of the United States Government without the prior written consent of Industrial Defender and an amendment to the Agreement. Without limiting the foregoing, the Software and any accompanying Documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government or its contractors is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or any successor regulation or as set forth in the particular department or agency regulations or rules which provide Industrial Defender or its licensors with protection equivalent to or greater than that clause.

12. Governing Law. The validity, interpretation, construction and performance of the Agreement shall be governed by the laws of the State of Missouri, and the parties hereby agree to submit to the exclusive jurisdiction of the State or Federal courts located within the State of Missouri to resolve any dispute that arises in relation to the Agreement.

13. General. In the event any provision of the Agreement is held by a court of competent jurisdiction to be contrary to applicable law, the remaining provisions of the Agreement will remain in full force and effect. Neither party may assign the Agreement, in whole or in part, without the prior written consent of the other party; provided, however, that either party may assign the Agreement to a successor in interest in the event of a reorganization, merger, consolidation or sale of all or substantially all of such party's assets or stock, or of a divestiture of a portion of its business in a manner that similarly affects all of its customers with written notice to the other party. A party's waiver of any breach of the Agreement by the other party shall not constitute a waiver of any subsequent breach of the same or different provisions hereof. All notices to a party under this Agreement will be in writing and given by personal delivery, certified mail, return receipt requested, or by commercial courier, to the following addresses: For Industrial Defender: 225 Foxborough Blvd., Foxboro, MA 02035, For City: City of Columbia IT Department, 701 E. Broadway, Columbia, MO 65201, or to such other address or addresses as the party may specify in writing to the other party. Notice will be deemed given on actual receipt by the other party. The Agreement, together with any non-disclosure agreements between Client and Industrial Defender, constitutes the entire agreement between the parties and may only be modified by an instrument in writing signed by both parties. No conflicting terms on any purchase order or similar purchase documentation shall apply, and Industrial Defender expressly rejects all such terms. The Agreement supersedes any and all prior proposals (oral or written), understandings, representations, conditions, warranties, covenants and other communications between the parties, which relate to the subject matter of this Agreement. Industrial Defender reserves the right, upon reasonable advance written notice to Client, to inspect Client's facilities, servers and computers to ensure that Client is in full compliance with the Agreement.

14. Definitions.

"Agreement" means these Industrial Defender ASM Software Terms and Conditions, the Transaction Document(s), the Documentation and any other documents incorporated herein by reference.

“Concurrent Users” means system users actively logged on to the system at the same time.

“Dead on Arrival” or “DOA” means a Product for which Client reports fault within the first thirty (30) days of the applicable Warranty.

“Documentation” means user guides, service guides and release notes made available by Industrial Defender. “End Point” means an Internet-based computer hardware device on a network

“Hardware” means a hardware device manufactured and provided by or on behalf of Industrial Defender.

“Hardware System Failure” means a material deviation from the applicable published Industrial Defender technical specifications.

“Hardware Warranty Period” means the time period commencing on the date of delivery of the Hardware and continuing thereafter for a period of one (1) year.

“Industrial Defender” means iDefender, LLC

“Software” means the machine-executable computer software components of the Industrial Defender ASM solutions as listed in a Transaction Document(s) and the applicable Documentation including, but not limited to, ASM application software that is designed to operate on separately-provided Hardware, Third Party Hardware or Virtual Machines on an ASM Platform that includes processor, memory, storage, and associated hardware components and any software component of integrated appliances such as the Industrial Defender ASA that integrates software and hardware components in a single deliverable product and all associated releases, corrections, updates, enhancements, documentation modifications and such other supporting materials.

“Product” means any combination of Software, Hardware, Third Party Hardware or Virtual Machines.

“Software Warranty Period” means the time period commencing on the date of delivery of the Software and continuing thereafter for ninety (90) days.

“Third Party Hardware” means an Industrial Defender-approved hardware device manufactured and provided by a party other than Industrial Defender.

“Transaction Document” means a Statement of Work, Quote, Purchase Order, Service Order, Task Order, Order Form, packing slip, exhibit, change authorization, software licensing document, software licensing certificate or other such document(s) executed by the parties that contains specific details with respect to the Hardware, Software and services performed or delivered by Industrial Defender.

“Use” means storing, loading, installing, executing or displaying the Software on a server, computer, or similar equipment for Client’s own internal business purposes.

“Virtual Machine” means an operating system or application environment that emulates dedicated hardware.

APPENDIX C

Industrial Defender Solution

Comprehensive Training

Statement-Of-Work (SOW)

for

City of Columbia Missouri

Version 1.0

SOW valid through October 15, 2022

STATEMENT OF WORK

The terms and conditions of the Agreement are an integral part of this SOW and are hereby incorporated herein. Capitalized terms not defined herein shall have the definitions given to them in the Agreement.

1. Project Background

City of Columbia Missouri is looking to implement Industrial Defender (ID) solution to support their NERC CIP Compliance reporting. Phase 1 of the implementation is to deploy ID solution on the QAS system so Customer can start the validation process with the new OSI Monarch control system. Phase 2 will be the complete deployment of ID solution onto the Production-Backup systems in Q4 2022.

This SOW covers the Industrial Defender training services provided to the City of Columbia. The Services provided by Industrial Defender are detailed in section 3 of this SOW.

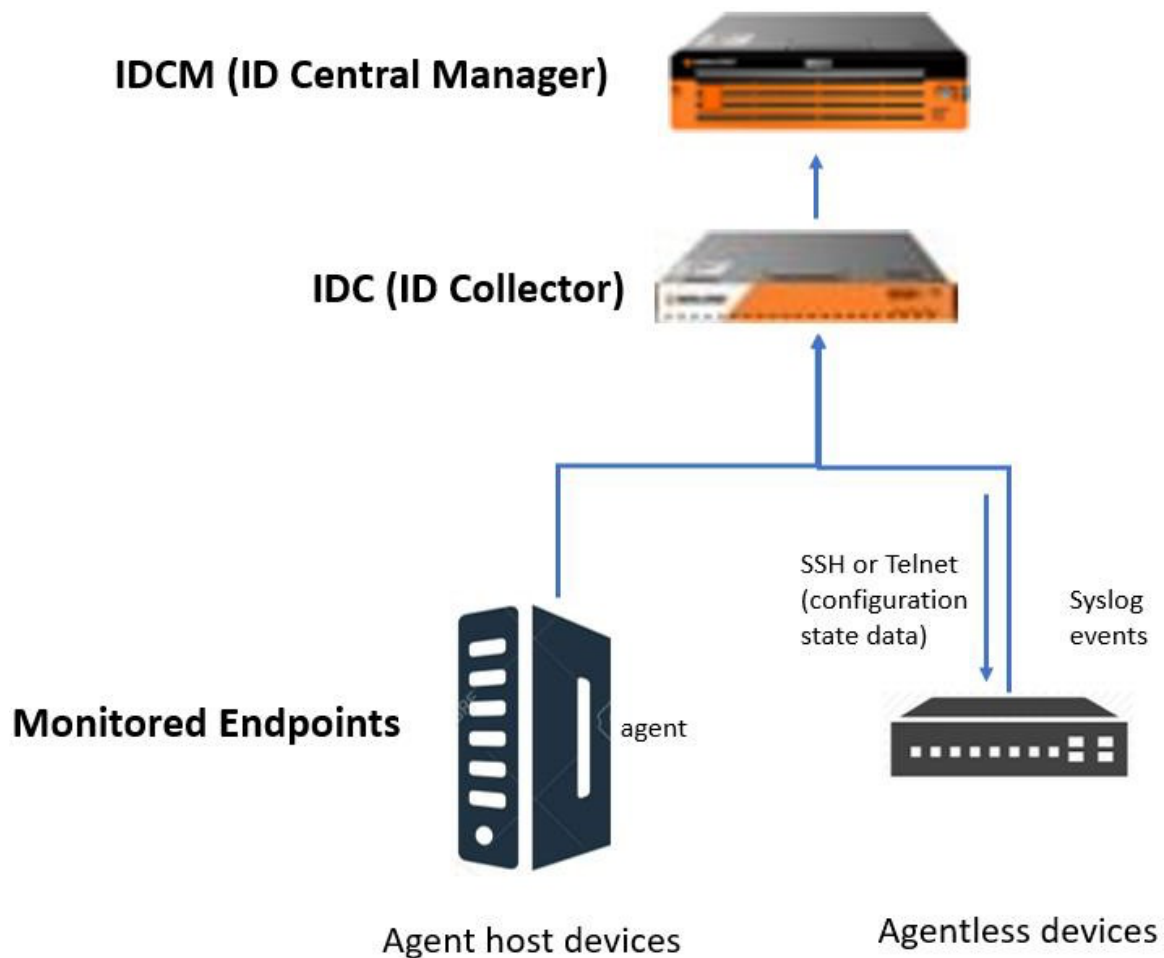
This SOW describes specific tasks and respective Deliverables to be performed by Industrial Defender and those that the Customer must perform to achieve the goal of successfully implementing the ID solution.

2. Industrial Defender (ID) Solution Overview

Industrial Defender solution enable centralized of management and monitoring of Operational Technology/Industrial Control System (OT/ICS) assets.

Solution functionality may include:

- Asset Management/Asset Visibility
- Configuration Management
- Security Event Management
- Vulnerability Monitoring
- Patch Monitoring
- Policy Management
- Compliance Reporting



3. Services

3.1. Onsite Classroom Training

Industrial Defender training courses provide hands-on training for the Industrial Defender solution.

■ Introduction to ID (Basic Training)

A 3-day onsite introductory course designed for system administrators, network administrators, critical infrastructure operators and users responsible for change management, compliance, and IT security will be provided to the City of Columbia Team.

Content includes:

- Platform Overview and Navigation
- Reports
- Policies and Baselines
- Asset Administration
- System Administration
- Events Management

- Rules Management
- Customer Support

3.2. Schedule

The schedule of services commences after receipt of PO from the Customer. Industrial Defender will coordinate with the Customer to finalize the project schedule in the pre-deployment kick-off meeting.

3.3. Location of Performance of Services

Industrial Defender will perform the Training Services on-site at Customer offices.

3.4. Pricing and Payment Schedule

3.4.1. Pricing Terms

➤ Training

Industrial Defender's fees for training provided under this SOW will be billed on a fixed fee basis, exclusive of expenses.

➤ Travel and Living Expenses (cost reimbursable)

Travel and Living Expenses provided are an estimate only. Industrial Defender shall invoice Customer for actual costs incurred for Travel and Living Expenses related to the performance of work at Customer Places of Performance which require travel, and Customer shall reimburse Industrial Defender for such actual costs incurred in performance of this SOW and increase the value of the purchase order, if necessary. Industrial Defender shall itemize such costs as separate line items with receipts provided for airfare, lodging, car rental and any expenses over \$75.00. For flights exceeding 6 hours in duration, travelers may choose seating in non-economy class.

Industrial Defender will also invoice Customer for reasonable out-of-pocket expenses incurred by Industrial Defender and its personnel in the course of providing the Services. Such expenses may include, but are not limited to, travel, accommodations, meals, training certification and local transportation costs incurred when traveling on behalf of Customer for on-site work efforts or otherwise.

3.4.2. Invoicing and Payment Schedule

➤ Payment Schedule

Customer will be invoiced by Industrial Defender in accordance with the milestone schedule below.

Product/Service Code	Milestone Item	Invoice Date	Amount
----------------------	----------------	--------------	--------

IDC-Train-101	Receipt of PO	Receipt of PO	\$13,100
Expenses		Monthly	At Cost

➤ **Payment Terms**

Customer shall pay Industrial Defender's invoices within thirty (30) days from receipt of the invoice.

APPENDIX D

Industrial Defender Solution
Deployment Services Statement-
Of-Work (SOW)

for
City of Columbia Missouri Production and Backup System

Version 1.0
SOW valid through October 15, 2022

STATEMENT OF WORK

The terms and conditions of the Agreement are an integral part of this SOW and are hereby incorporated herein. Capitalized terms not defined herein shall have the definitions given to them in the Agreement.

1. Project Background

City of Columbia Missouri is looking to implement Industrial Defender (ID) solution to support their NERC CIP Compliance reporting. Phase 1 of the implementation is to deploy ID solution on the QAS system so Customer can start the validation process with the new OSI Monarch control system. Phase 2 will be the complete deployment of ID solution onto the Production-Backup systems in Q4 2022.

This SOW covers the work for Phase 2 Production (PCC) and Backup (BCC) systems implementation. The Services provided by Industrial Defender are detailed in section 3 of this SOW.

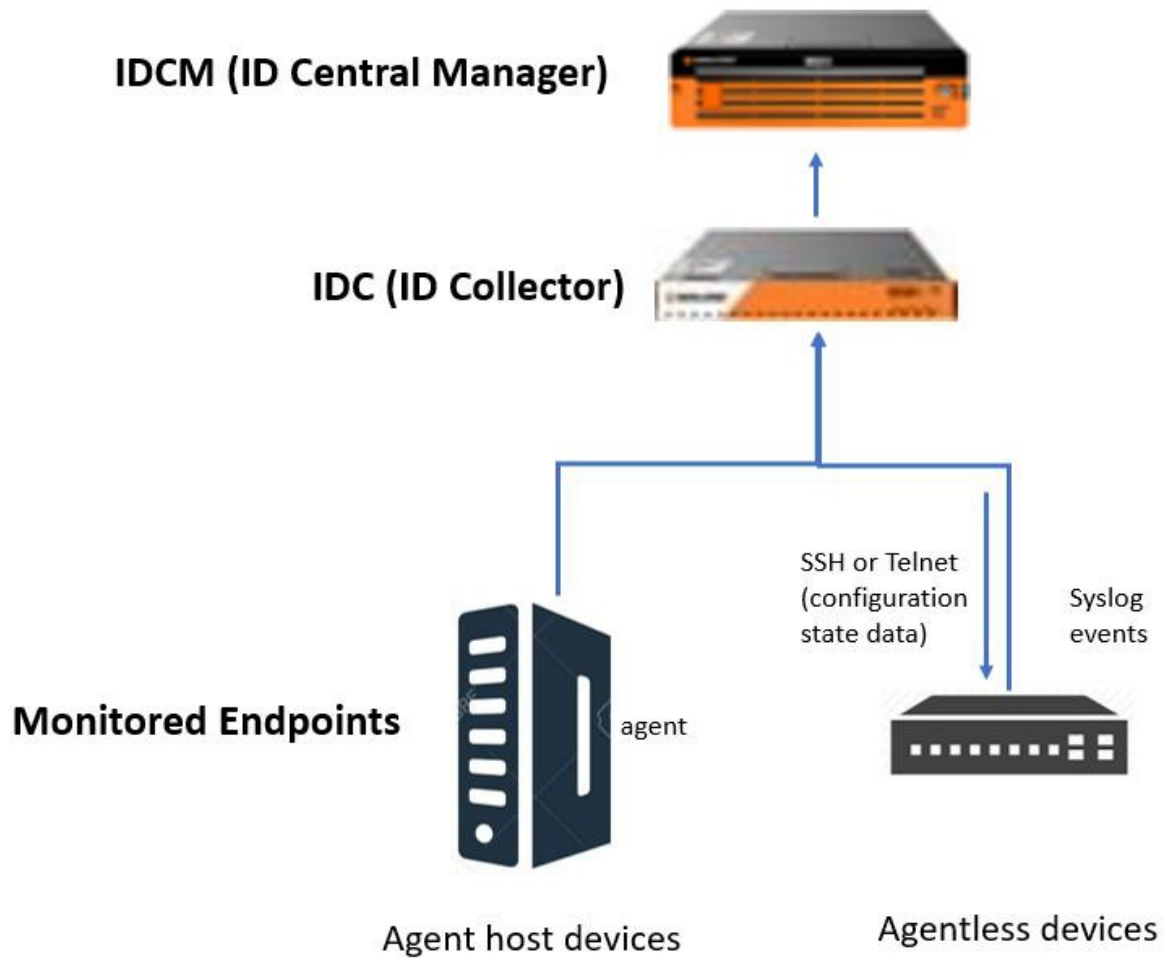
This SOW describes specific tasks and respective Deliverables to be performed by Industrial Defender and those that the Customer must perform to achieve the goal of successfully implementing the ID solution.

2. Industrial Defender (ID) Solution Overview

Industrial Defender solution enable centralized of management and monitoring of Operational Technology/Industrial Control System (OT/ICS) assets.

Solution functionality may include:

- Asset Management/Asset Visibility
- Configuration Management
- Security Event Management
- Vulnerability Monitoring
- Patch Monitoring
- Policy Management
- Compliance Reporting



3. Services

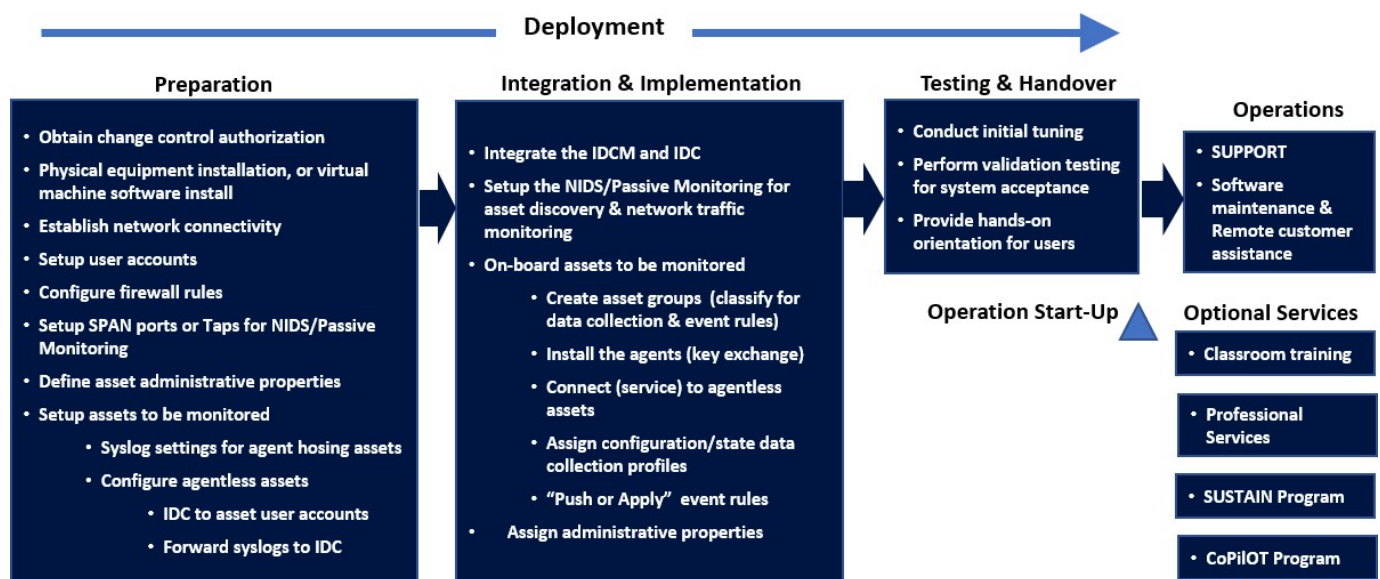
Industrial Defender team will work with Customer to install and integrate one (1) IDCM and two (2) IDC and enable data collection from the Production (PCC) and Backup (BCC) environments. We will also set up and enable the Vulnerability Monitoring premium feature.

At the conclusion of Production implementation, ID will schedule a training class for up to six Customer participants.

Industrial Defender shall provide the following services to Customer under this SOW (collectively, the "Services"):

3.1. Deploy

Deploy is a fixed-priced implementation service of Industrial Defender solution for Customer. Industrial Defender will follow the general deployment process as depicted in the figure below.



3.1.1. Project Management

Industrial Defender project manager will manage the ID activities for the length of the project. Activities includes:

- Lead project meeting and correspondence between Industrial Defender and the customer
- Support customer project planning
- Schedule Industrial Defender personnel and coordinating activities
- Track and manage deployment action items and issues
- Conduct weekly checkpoint meeting to report status to project sponsor and key stakeholders

3.1.2. Pre-Deployment Planning

Industrial Defender shall:

- a) ship the ID system hardware (if applicable) and software to the customer; and
- b) schedule a project kick-off meeting to discuss the above deployment process in detail and undertake project planning including a Site Prep Guide.

Customer shall:

- a) prepare an Asset Group Type Inventory List, an Asset Administrative Properties Document, and a topology diagram with ID system component placement; and
- b) provide all relevant regulatory and/or safety training, personal protective equipment, and other requirements for on-site visits by ID personnel.

Documents utilized during Pre-Deployment Planning

	Document	Provided By
1	Site Prep Guide - provides customer instructions for setting firewall rules and pre-deployment activities (provided in kickoff meeting)	Industrial Defender
2	Asset Type Inventory List - provides detail list of asset types that the ID system will monitor in format to be advised by Industrial Defender, Inc. (format provided in kickoff meeting)	Customer
3	Asset Administrative Properties Document - documenting descriptive information about assets / devices that are being monitored e.g., IP addresses (Microsoft Excel format provided in kickoff meeting)	Customer

3.1.3. Site Preparation

Customer shall be responsible for Site Preparation for deployment of the ID system. Customer will:

- a) obtain any change control authorizations to implement the ID system including setting up assets to be monitored,
- b) install the ID system components in racks for the hardware-based offering or set up the virtual environment for ID VM solution,
- c) provide power and install network connectivity (*e.g.*, cabling and switches),
- d) establish user accounts and configure the network (firewalls) for access between ID system components and asset endpoints,
- e) create user accounts for human-to-machine and machine-to-machine interfaces; and
- f) provide ID personnel with access to the ID system components via workstations or KVM.

Customer Input to Site Preparation

	Document	Provided by
1	Site Prep Readiness Checklist confirming readiness prior to Deployment phase	Customer

Upon the Parties' completion of the activities set forth above, the Parties shall mutually agree on the on-site deployment date.

3.1.4. On-Site Deployment

Industrial Defender shall:

- a) integrate and set up the ID system; and
- b) configure the ID system components to operate functionally in the Customer's environment and on the Customer's end point devices

Customer shall:

- a) install agents on host asset endpoints; and

- b) configure syslog settings and forward the syslog data streams to the IDC (ID Collector) for agentless asset endpoints.

Industrial Defender, Inc. personnel and the customer will work together to:

- a) on-board assets into the ID system using the Asset Administrative Properties Document,
- b) validate reachability to all assets,
- c) implement default rules for event definitions and thresholds for asset types,
- d) perform pre-filtering and initial tuning of events from monitored assets to eliminate unnecessary alerts, and
- e) establish one initial baselines of asset configurations based upon the first state data collection,

3.1.5. Validation Testing

Industrial Defender personnel working with the customer shall:

- a) validate the ID system is functioning properly by performing testing in accordance with the Validation Tests (use case) Checklist; and
- b) ensure all deployment success criteria have been met.

	Document	Provided by
1	Validation Tests and Results Checklist confirming system is functioning per Test cases	Industrial Defender and Customer

3.1.6. Acceptance

During the Acceptance Period, Customer shall

- a) accept the Deploy Services by providing Industrial Defender with a signed Site Acceptance Document; or
- b) reject the ID system deployment by providing to Industrial Defender with a written notice containing detailed reasons for rejection. Industrial Defender shall re-perform the Deploy Services, which shall be the customer's sole and exclusive remedy. If the customer fails to accept or reject the Deploy Services 10 business days post installation, then the Deploy Services shall be deemed accepted by customer.

3.1.7. Post-Deployment

Customer acknowledges and agrees that Customer, and not Industrial Defender is responsible for the following: (a) creating and completing custom baseline configurations to meet any regulatory requirements; (b) continuously monitoring events and fine-tuning and/or making adjustments to the baselines over a period of time; (c) applying Microsoft Windows OS patches and anti-virus updates to ID infrastructure; and (d) applying signature updates to the NIDS.

3.2. Virtual/Classroom Training

If purchased by Customer, Industrial Defender training courses provide hands-on training for the Industrial Defender solution.

■ Introduction to ID (Basic Training)

A 5 half-day virtual (or 3-day onsite) introductory course designed for system administrators, network administrators, critical infrastructure operators and users responsible for change management, compliance, and IT security.

Content includes:

- Platform Overview and Navigation
- Reports
- Policies and Baselines
- Asset Administration
- System Administration
- Events Management
- Rules Management
- Customer Support

3.3. Schedule

The schedule of services commences after receipt of PO from the Customer. Industrial Defender will coordinate with the Customer to finalize the project schedule in the pre-deployment kick-off meeting.

3.4. Location of Performance of Services

Industrial Defender will perform the Services on-site at Customer offices, as well as Industrial Defender's North America offices.

3.5. Pricing and Payment Schedule

3.5.1. Pricing Terms

➤ Deploy

Industrial Defender's fees for Deploy are provided under this SOW will be billed on a fixed fee basis, exclusive of expenses.

➤ Travel and Living Expenses (cost reimbursable)

Travel and Living Expenses provided are an estimate only. Industrial Defender shall invoice Customer for actual costs incurred for Travel and Living Expenses related to the performance of work at Customer Places of Performance which require travel, and Customer shall reimburse Industrial Defender for such actual costs incurred in performance of this SOW and increase the value of the purchase order, if necessary. Industrial Defender shall itemize such costs as separate line items with

receipts provided for airfare, lodging, car rental and any expenses over \$75.00. For flights exceeding 6 hours in duration, travelers may choose seating in non-economy class.

Industrial Defender will also invoice Customer for reasonable out-of-pocket expenses incurred by Industrial Defender and its personnel in the course of providing the Services. Such expenses may include, but are not limited to, travel, accommodations, meals, training certification and local transportation costs incurred when traveling on behalf of Customer for on-site work efforts or otherwise.

3.5.2. Invoicing and Payment Schedule

➤ Payment Schedule

Customer will be invoiced by Industrial Defender in accordance with the milestone schedule below.

Product/Service Code	Milestone Item	Invoice Date	Amount
Deploy	Receipt of PO	Receipt of PO	\$25,000
Expenses		Monthly	At Cost

➤ Payment Terms

Customer shall pay Industrial Defender's invoices within thirty (30) days from receipt of the invoice.

APPENDIX E

**Industrial Defender Solution
Deploy Statement-Of-Work (SOW)
for
City of Columbia Missouri QAS System**

Version 1.0
SOW valid through October 15, 2022

STATEMENT OF WORK

The terms and conditions of the Agreement are an integral part of this SOW and are hereby incorporated herein. Capitalized terms not defined herein shall have the definitions given to them in the Agreement.

1. Project Background

City of Columbia Missouri is looking to implement Industrial Defender (ID) solution to support their NERC CIP Compliance reporting. Phase 1 of the implementation is to deploy ID solution on the QAS system so Customer can start the validation process with the new OSI Monarch control system. Phase 2 will be the complete deployment of ID solution onto the Production-Backup systems in Q4 2022.

This SOW covers the work for Phase 1 QAS implementation. The Services provided by Industrial Defender are detailed in section 3 of this SOW.

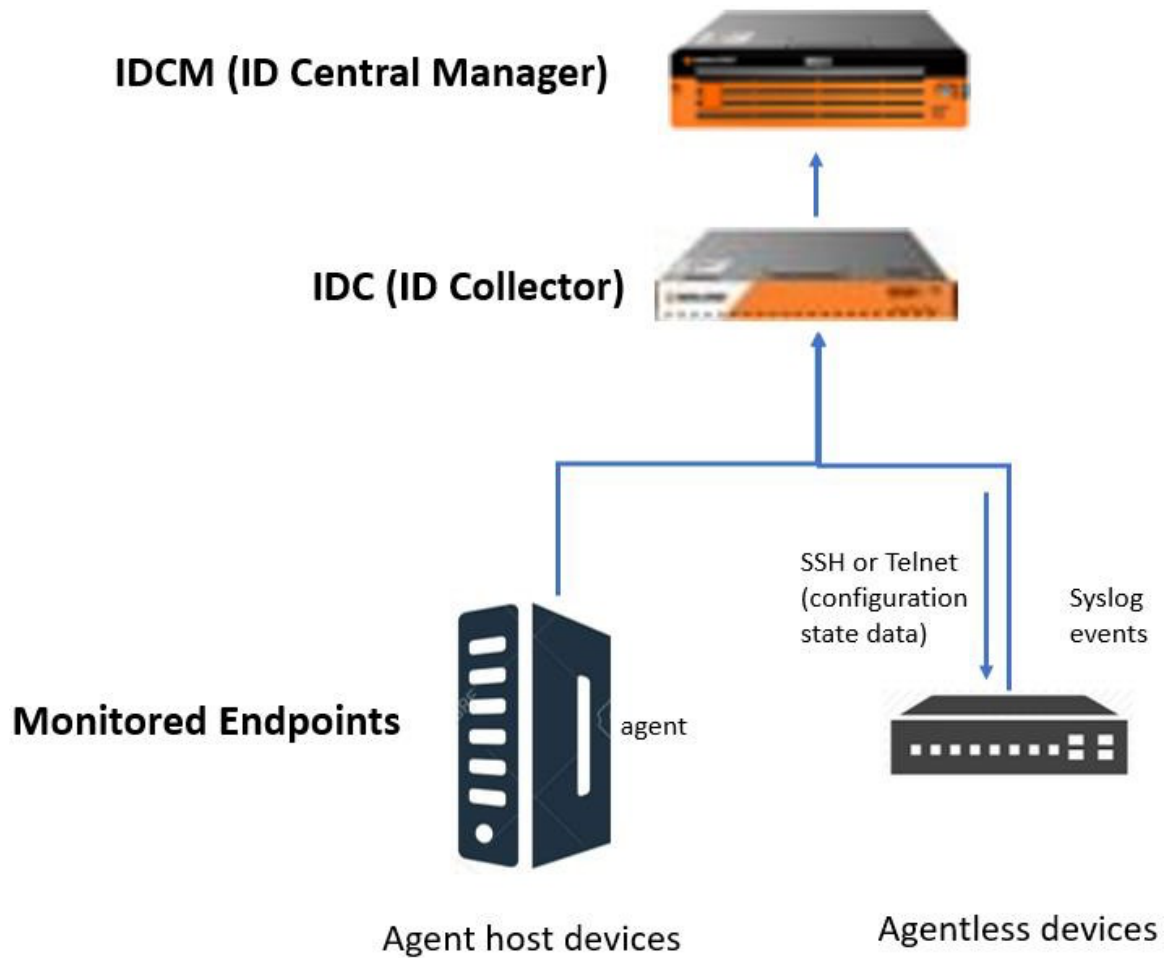
This SOW describes specific tasks and respective Deliverables to be performed by Industrial Defender and those that the Customer must perform to achieve the goal of successfully implementing the ID solution.

2. Industrial Defender (ID) Solution Overview

Industrial Defender solution enable centralized of management and monitoring of Operational Technology/Industrial Control System (OT/ICS) assets.

Solution functionality may include:

- Asset Management/Asset Visibility
- Configuration Management
- Security Event Management
- Vulnerability Monitoring
- Patch Monitoring
- Policy Management
- Compliance Reporting



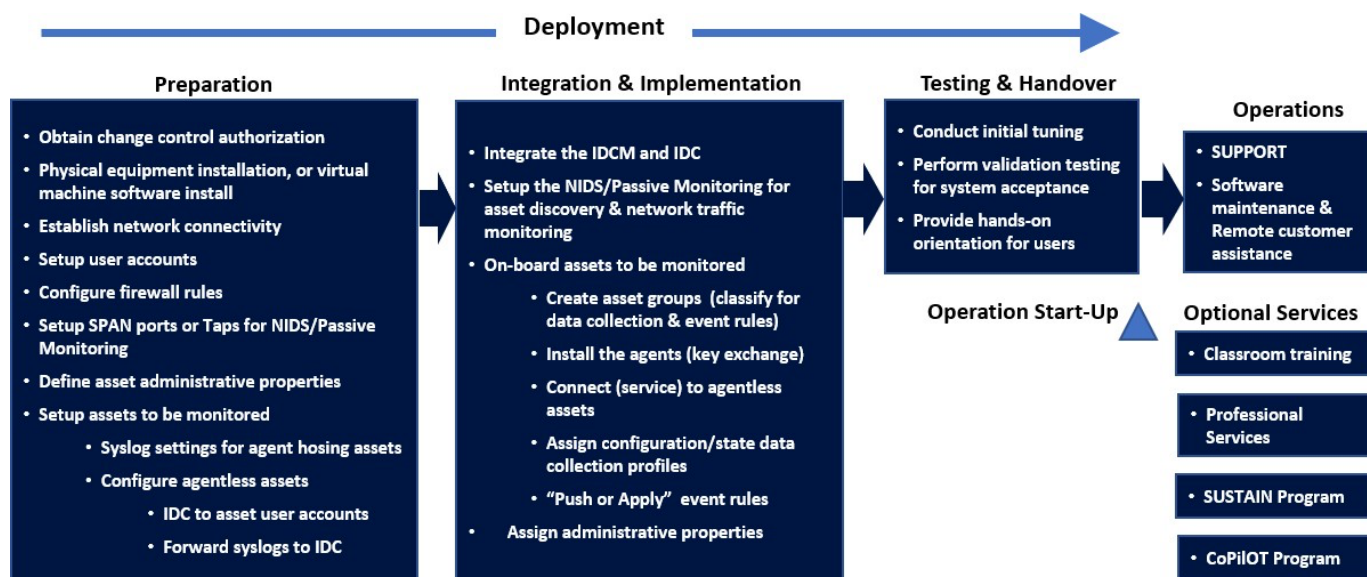
3. Services

Industrial Defender team will work with Customer to install and integrate one IDCM and one IDC and enable data collection from about 20 endpoints in the QAS environment. ID engineer will also conduct a high-level walk-through on the application during the deployment. (Proper training class will be deferred in the Phase 2 Production.)

Industrial Defender shall provide the following services to Customer under this SOW (collectively, the "Services"):

3.1. Deploy

Deploy is a fixed-priced implementation service of Industrial Defender solution for Customer. Industrial Defender will follow the general deployment process as depicted in the figure below.



3.1.1. Project Management

Industrial Defender project manager will manage the ID activities for the length of the project. Activities includes:

- Lead project meeting and correspondence between Industrial Defender and the customer
- Support customer project planning
- Schedule Industrial Defender personnel and coordinating activities
- Track and manage deployment action items and issues
- Conduct weekly checkpoint meeting to report status to project sponsor and key stakeholders

3.1.2. Pre-Deployment Planning

Industrial Defender shall:

- ship the ID system hardware (if applicable) and software to the customer; and
- schedule a project kick-off meeting to discuss the above deployment process in detail and undertake project planning including a Site Prep Guide.

Customer shall:

- prepare an Asset Group Type Inventory List, an Asset Administrative Properties Document, and a topology diagram with ID system component placement; and
- provide all relevant regulatory and/or safety training, personal protective equipment, and other requirements for on-site visits by ID personnel.

Documents utilized during Pre-Deployment Planning

	Document	Provided By
1	Site Prep Guide - provides customer instructions for setting firewall rules and pre-deployment activities (provided in kickoff meeting)	Industrial Defender
2	Asset Type Inventory List - provides detail list of asset types that the ID system will monitor in format to be advised by Industrial Defender, Inc. (format provided in kickoff meeting)	Customer
3	Asset Administrative Properties Document - documenting descriptive information about assets / devices that are being monitored e.g., IP addresses (Microsoft Excel format provided in kickoff meeting)	Customer

3.1.3. Site Preparation

Customer shall be responsible for Site Preparation for deployment of the ID system. Customer will:

- a) obtain any change control authorizations to implement the ID system including setting up assets to be monitored,
- b) install the ID system components in racks for the hardware-based offering or set up the virtual environment for ID VM solution,
- c) provide power and install network connectivity (*e.g.*, cabling and switches),
- d) establish user accounts and configure the network (firewalls) for access between ID system components and asset endpoints,
- e) create user accounts for human-to-machine and machine-to-machine interfaces; and
- f) provide ID personnel with access to the ID system components via workstations or KVM.

Customer Input to Site Preparation

	Document	Provided by
1	Site Prep Readiness Checklist confirming readiness prior to Deployment phase	Customer

Upon the Parties' completion of the activities set forth above, the Parties shall mutually agree on the on-site deployment date.

3.1.4. On-Site Deployment

Industrial Defender shall:

- a) integrate and set up the ID system; and
- b) configure the ID system components to operate functionally in the Customer's environment and on the Customer's end point devices

Customer shall:

- a) install agents on host asset endpoints; and

- b) configure syslog settings and forward the syslog data streams to the IDC (ID Collector) for agentless asset endpoints.

Industrial Defender, Inc. personnel and the customer will work together to:

- a) on-board assets into the ID system using the Asset Administrative Properties Document,
- b) validate reachability to all assets,
- c) implement default rules for event definitions and thresholds for asset types,
- d) perform pre-filtering and initial tuning of events from monitored assets to eliminate unnecessary alerts, and
- e) establish one initial baselines of asset configurations based upon the first state data collection,

3.1.5. Validation Testing

Industrial Defender personnel working with the customer shall:

- a) validate the ID system is functioning properly by performing testing in accordance with the Validation Tests (use case) Checklist; and
- b) ensure all deployment success criteria have been met.

	Document	Provided by
1	Validation Tests and Results Checklist confirming system is functioning per Test cases	Industrial Defender and Customer

3.1.6. Acceptance

During the Acceptance Period, Customer shall

- a) accept the Deploy Services by providing Industrial Defender with a signed Site Acceptance Document; or
- b) reject the ID system deployment by providing to Industrial Defender with a written notice containing detailed reasons for rejection. Industrial Defender shall re-perform the Deploy Services, which shall be the customer's sole and exclusive remedy. If the customer fails to accept or reject the Deploy Services 10 business days post installation, then the Deploy Services shall be deemed accepted by customer.

3.1.7. Post-Deployment

Customer acknowledges and agrees that Customer, and not Industrial Defender is responsible for the following: (a) creating and completing custom baseline configurations to meet any regulatory requirements; (b) continuously monitoring events and fine-tuning and/or making adjustments to the baselines over a period of time; (c) applying Microsoft Windows OS patches and anti-virus updates to ID infrastructure; and (d) applying signature updates to the NIDS.

3.2. Schedule

The schedule of services commences after receipt of PO from the Customer. Industrial Defender will coordinate with the Customer to finalize the project schedule in the pre-deployment kick-off meeting.

3.3. Location of Performance of Services

Industrial Defender will perform the Services on-site at Customer offices, as well as Industrial Defender's North America offices.

3.4. Pricing and Payment Schedule

3.4.1. Pricing Terms

➤ Deploy

Industrial Defender's fees for Deploy are provided under this SOW will be billed on a fixed fee basis, exclusive of expenses.

➤ Travel and Living Expenses (cost reimbursable)

Travel and Living Expenses provided are an estimate only. Industrial Defender shall invoice Customer for actual costs incurred for Travel and Living Expenses related to the performance of work at Customer Places of Performance which require travel, and Customer shall reimburse Industrial Defender for such actual costs incurred in performance of this SOW and increase the value of the purchase order, if necessary. Industrial Defender shall itemize such costs as separate line items with receipts provided for airfare, lodging, car rental and any expenses over \$75.00. For flights exceeding 6 hours in duration, travelers may choose seating in non-economy class.

Industrial Defender will also invoice Customer for reasonable out-of-pocket expenses incurred by Industrial Defender and its personnel in the course of providing the Services. Such expenses may include, but are not limited to, travel, accommodations, meals, training certification and local transportation costs incurred when traveling on behalf of Customer for on-site work efforts or otherwise.

3.4.2. Invoicing and Payment Schedule

➤ Payment Schedule

Customer will be invoiced by Industrial Defender in accordance with the milestone schedule below.

Product/Service Code	Milestone Item	Invoice Date	Amount
Deploy	Receipt of PO	Receipt of PO	\$25,000
Expenses		Monthly	At cost

➤ **Payment Terms**

Customer shall pay Industrial Defender's invoices within thirty (30) days from receipt of the invoice.

Appendix F

Support Policy iDefender, LLC

This Support Policy (this “**Support Policy**”) describes the support services to be provided by iDefender, LLC (“**Industrial Defender**”) and provides additional terms and conditions related thereto in connection with Industrial Defender software licensed to Customer in accordance with the Order pursuant to which Customer has purchased certain Software and/or Hardware from Industrial Defender. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the License Agreement applicable to the business relationship between Industrial Defender and Customer.

1. Support Services

During the Term, Industrial Defender will use commercially reasonable efforts to resolve Incidents reported by Customer’s Authorized Representative(s) via email, telephone or the Product Support Portal, as applicable, for the Product(s). Industrial Defender will issue an Incident number for tracking purposes, and will provide Customer with status updates. Customer may purchase “**Standard Support**” or “**Premium Support**”, each of which is detailed below.

Support Program	Premium	Standard
Phone Support	Included	Included
Email Support	Included	Included
Product Support Portal	Included	Included
Contact Coverage	24x7	8x5
Number of Authorized Representatives	4	2
Response time	Within 4 business hours during Extended Business Day	Within 8 business hours during Standard Business Day
Hardware Replacement	Ship 3 business days after RMA receipt	Ship 3 business days after RMA receipt
Hardware Replacement Term	One (1) Year from original purchasean extended hardware warranty may be purchased	One (1) Year from original purchase - an extended hardware warranty may be purchased

Industrial Defender Support Contact Details

Submit a Request	For timely and accurate support, please submit a support ticket via Product Support Service Desk https://productsupport.industrialdefender.com	Email support: support@industrialdefender.com.com
Phone	Toll-free: +1 877 943-3363	International: +1 617 675-4206

2. Incident Prioritization

Industrial Defender assigns a severity rating to Incidents that are not resolved during the first contact by Customer as follows:

A “**Severity One Incident**” means an Error that causes the Industrial Defender Product to degrade to a level that offers zero functional use, for which no workaround has been provided, and has a critical impact on Customer’s production environment. Industrial Defender will exercise commercially reasonable efforts to resolve the Incident or provide a workaround within two (2) business days of the

initial report. Industrial Defender will provide Customer with daily status reports on issue resolution.

A **“Severity Two Incident”** means an Error that significantly affects the performance and/or output of a major functionality of the Industrial Defender Product and materially degrades significant aspects of Customer’s business operations. Industrial Defender will exercise commercially reasonable efforts to resolve the Incident or provide a workaround within fifteen (15) business days of the initial contact. Industrial Defender will provide Customer with a status report at least once a week.

A **“Severity Three Incident”** means an Error that impairs the performance of the Industrial Defender Product but does not substantially impact Customer’s business operations. Industrial Defender will exercise commercially reasonable efforts to resolve the Incident through workarounds or a software change incorporated into a future release of the Industrial Defender Product. Within twenty (20) business days of ticket creation, Industrial Defender will notify Customer of the status of the investigation and/or resolution of the Incident.

A **“Severity Four Incident”** Incident is a minor or cosmetic Error, a product enhancement request or a correction related to documentation. Severity four issues are generally addressed in future product, documentation and/or maintenance releases.

3. Support Escalation Guidelines

Customer may escalate an Incident to the Support Manager. Upon escalation, the Support Manager will review the Incident details. The Support Manager will determine, in his or her discretion, whether (a) Customer provided adequate information; (b) escalation is necessary; and/or (c) Industrial Defender will adjust the severity rating. Industrial Defender will notify Customer on the status of such escalation request. Contact information for the Support Manager is available on the Product Support Service Desk.

4. Releases

During the Term, Industrial Defender will provide Maintenance Releases, Minor Feature Releases and Major Feature Releases (collectively, each a **“Release”**) to the Products. Releases apply only to the Product and do not include any updates, enhancements, service packs or upgrades to third party software. Releases requiring a new Hardware are not included in the Release and must be purchased separately. All Releases are provided subject to the terms of the Order and this Support Policy. Industrial Defender shall provide Support Services only to the current general availability (**“GA”**) Release and two prior Releases (a Major Release or a Minor Release) (**“Active Release”**). Industrial Defender will support any Active Release for a minimum of 18 months. This Support Policy and the Support Services provided hereunder do not cover new products that Industrial Defender may launch.

5. Customer Responsibilities.

Customer shall (a) promptly notify Industrial Defender of an Incident; (b) provide a concise description of the commands and procedures that reveal the Error and the operating environment, the specification of release and version of the applicable Product, a short description of the Error; examples of input, resulting output, expected output and any special circumstances surrounding the discovery of the Error; (c) back up all data, files and information prior to Industrial Defender providing the Support Services; (d) assume sole responsibility for any lost or altered data, files or information; (e) ensure its Authorized Representatives have the requisite organizational authority, skill, experience and other qualifications to perform their obligations hereunder; (f) run only the current release level of the Software made available by Industrial Defender; (g) install all Maintenance Releases as soon as reasonably possible from the date they are made available by Industrial Defender; (h) provide Industrial Defender with all such cooperation and assistance as Industrial Defender may reasonably request, or otherwise as may reasonably be required, to enable Industrial Defender to perform the Support Services including, but not limited to reasonable, uninterrupted virtual access to Product(s); reasonable access to appropriate

Customer personnel, including network, systems, operations and applications personnel; and all necessary authorizations and consents, whether from third parties or otherwise, in connection with any of the foregoing; (i) certify that a Product is no longer in service no less than thirty (30) days prior to submitting a request to remove such Product from Support Services (in which event, all such licenses for the decommissioned Product shall be deemed null and void); and (j) ensure that its Customer Representatives are in completion of the applicable Industrial Defender training courses or equivalent training and experience. Customer shall not assign or transfer this Policy or any of the rights and obligations hereunder without Industrial Defender's prior written consent.

6. Product Support Portal.

Industrial Defender posts Product and version specific Software, patches and other documentation to the Product Support Portal. Customers can access the Product Support Portal at: <https://support.industrialdefender.com>. Industrial Defender will use reasonable efforts to maintain 24/7 availability of the Product Support Portal but shall not be responsible for downtime.

7. Payment.

Customer shall pay to Industrial Defender the fees and other amounts payable as stated in an Order. Industrial Defender may increase fees for the Support Services by 5% on an annual basis. Customer may purchase annual support for multiple years with (a) support fees billed annually and adjusted upward 3% on an annual basis, or (b) without annual adjustment if Customer pays all fees in full in advance with the initial purchase of the Product. The price is calculated as a multiple of the support fee which equals the number of years paid in advance times a percentage of the list price.

8. Term and Termination.

Industrial Defender will provide the Support Services commencing on the date on which the Product(s) is delivered and continuing for the period of time specified as the Term in the Order. Customer may extend the Term for Support Services for a period of one year from expiration of the then current Term by paying the applicable annual fee for Support Services thirty (30) days prior to the end of the then current Term. In the event Customer fails to pay the annual fee, Industrial Defender will, in its discretion, suspend or terminate the Support Services and place Customer on inactive status. If Customer discontinues the Support Services after the first year and Customer wishes to renew such Support Services, then Customer must pay all fees in arrears (from the shipment date of the existing license). Industrial Defender provides Support Services based on the current list price of the Product (including installed Software as well as new Software to be installed). Notwithstanding the foregoing, Industrial Defender will cease providing Support Services in the event the applicable software license agreement terminates for any reason.

9. Industrial Defender Rights.

Industrial Defender may alter, discontinue, or refuse to permit the renewal of, all or part of the Industrial Defender Services with respect to any or all Products at any time. In such event, Industrial Defender will (a) continue to provide such Support Services to existing Customers, subject to payment of the applicable fees, until the expiration of Customer's then current Term; and (b) notify Customer prior to the commencement of a new Term. Notwithstanding the foregoing, Industrial Defender may, in its sole discretion, change any aspect of the Support Services or the way in which Industrial Defender performs Support Services by providing thirty (30) days prior written notice to Customer, provided that such change does not materially reduce or otherwise have a material adverse effect on Industrial Defender's level of effort in providing the Support Services hereunder. If Industrial Defender

discontinues a Product, Industrial Defender will continue to support existing product installations for three (3) years from the date on which Industrial Defender announces its intent to discontinue such Product; *provided, however*, that Customer must upgrade the Product to the latest version of software as of such announcement.

10. Industrial Defender Obligations.

Industrial Defender shall not be (a) responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay or failure to perform its obligations under the Order or this Policy; (b) responsible for providing Support Services relating to Errors that, in whole or in part, arise out of or result from (i) a Product, or the media on which it is provided, that is modified or damaged by Customer or any third party; (ii) any operation or use of, or other activity relating to, the Product other than as specified in the Order, including any incorporation in the Product of, or combination, operation or use of the Product in or with, any technology (including any software, hardware, firmware, system or network) or service not specified for Customer's use in product documentation embedded in the Product; (iii) any third-party materials; (iv) any negligence, abuse, misapplication or misuse of the Product, including any Customer use of the Product except as specified in product documentation embedded in the Product; (v) Customer's failure to promptly install any Release previously made available by Industrial Defender; (vi) the operation of, or access to, Customer's or a third party's system or network; or (vii) directly or indirectly, any Force Majeure Event; and (c) responsible or liable, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for any advice or assistance provided by Industrial Defender concerning any products or systems.

11. Reserved.

12. Service Warranty.

Industrial Defender warrants that it will exercise due professional care and competence in performing the Support Services. In the event of a breach of this warranty, Customer shall promptly notify Industrial Defender and, if practicable, Industrial Defender will re-perform the Support Services to bring them into compliance with this warranty; provided, however, that, upon expiration of the Term, Industrial Defender will have no obligation to re-perform the Support Services. Any claim for breach of this warranty must be made by written notice to Industrial Defender within two weeks of performance of the Support Services in respect of which the claim is made. The preceding sentence sets forth the exclusive remedy for all claims based on Industrial Defender's failure to provide the Support Services. The foregoing warranty is exclusive and is in lieu of all other warranties whether written, oral, implied or statutory.

13. Hardware Warranty.

Industrial Defender provides a warranty for its Hardware as described on the applicable Order. Hardware warranty commences on the date of delivery. Upon the occurrence of a Hardware System Failure within the specified warranty period, Industrial Defender will ship a replacement within three (3) business days following Industrial Defender's receipt of the failed Hardware. Hardware failure must be validated and pre-approved by Industrial Defender Support. Industrial Defender Support will issue a Return Merchandise Authorization (RMA) number which must be clearly indicated on the return shipment. Customer is responsible for the shipment fee. Customers may purchase an extended Hardware replacement warranty, subject to an applicable Order. Customer must submit claims prior to expiration of the warranty term. Industrial Defender handles DOAs as replacements within next business day terms.

14. Software Warranty.

Industrial Defender provides a warranty for its Software as described on the applicable Order. The Software warranty commences on the date of delivery of such Software. Customer must submit claims prior to expiration of the warranty term.

15. Warranty Limitations.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PRODUCTS ARE PROVIDED "AS IS" AND INDUSTRIAL DEFENDER MAKES NO REPRESENTATIONS OR WARRANTIES OR COVENANTS, EITHER EXPRESS OR IMPLIED, IN RESPECT OF THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ARISING FROM CUSTOM, COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. INDUSTRIAL DEFENDER DOES NOT WARRANT THAT THE PRODUCTS OR THE RESULTS THEREOF WILL (A) ENSURE OR GUARANTEE THAT CUSTOMER IS COMPLIANT WITH ANY PARTICULAR LAW, RULE OR REGULATION, OR ANY INDUSTRY-SPECIFIC SECURITY STANDARD OR ANY ASPECT OF CUSTOMER'S BUSINESS; (B) BE COMPLETELY UNINTERRUPTED OR ERROR FREE; (C) BE SUITABLE FOR THE BUSINESS PURPOSES OF CUSTOMER OR ITS CUSTOMERS; OR (D) OPERATE IN HARDWARE AND SOFTWARE COMBINATIONS OR MEET ANY TECHNICAL REQUIREMENTS SELECTED BY CUSTOMER UNLESS SUCH COMBINATIONS OR REQUIREMENTS ARE CERTIFIED BY INDUSTRIAL DEFENDER AS SET FORTH IN THE APPLICABLE SPECIFICATIONS. IN ANY EVENT, THE STANDARD OF WARRANTY APPLICABLE TO ANY SUCH COMBINATIONS OR COMPLIANCE WITH TECHNICAL REQUIREMENTS OF CUSTOMER SHALL BE LIMITED TO THAT OF PERFORMANCE SUBSTANTIALLY IN CONFORMANCE WITH THE APPLICABLE SPECIFICATIONS. CUSTOMER ACKNOWLEDGES AND AGREES THAT (i) CUSTOMER ASSUMES THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SOFTWARE AND ANY HARDWARE; AND (ii) THE PRODUCTS ARE DESIGNED FOR USE BY CUSTOMER AS A COMPONENT OF CUSTOMER'S SECURITY AND COMPLIANCE STRATEGY, AND CUSTOMER (AND NOT INDUSTRIAL DEFENDER) SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT ITS SECURITY AND COMPLIANCE NEEDS ARE MET.

16. Warranty/Post Warranty Exclusions.

Industrial Defender will not provide (a) Support Services or any warranties for third party software or hardware, even if Industrial Defender provided such third party software or hardware; (b) any Support Services for problems arising out of (i) Customer's failure to implement all releases issued under this Support Policy; (ii) any alterations of or additions to the Products performed by parties other than Industrial Defender or without Industrial Defender's written approval; (iii) accident, negligence, or misuse of the Products (including, but not limited to, operation outside of environmental specifications or in a manner for which the Products were not designed); or (iv) interconnection of the Products with other products not supplied by Industrial Defender; or, (v) if the Products' serial number label has been removed. The Support Services do not include Customer on-site technical support, deployment services, training, professional services or related out-of-pocket expenses. Industrial Defender may provide services beyond the scope of this Support Policy subject to a separate written agreement executed by the Parties.

17. Definitions.

"Authorized Representative" means one or more individuals designated by Customer to serve as its primary point-of-contact for day-to-day communications, consultation and decision-making regarding the Support Services during the Term which, in the case of Standard Support, is up to two (2) Authorized Representatives and, in the case of Premium Support, is up to four (4) Authorized Representatives. Customer may designate additional Authorized Representatives for a fee.

"Customer" means the Industrial Defender customer that has purchased Support Services pursuant to

an Order.

“Dead-on-Arrival” or **“DOA”** means a Product whereby fault is reported within the first thirty (30) days of the applicable Warranty.

“Error” means a reproducible failure of the Industrial Defender Product to perform in substantial conformity with the specifications set forth in the Order, whose origin can be isolated to a single cause.

“EST” means Eastern Standard Time.

“Extended Business Day” is defined as 8:00 a.m. EST to 8:00 p.m. EST Monday through Friday, excluding holidays.

“Force Majeure Event” means an event such as a flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural calamity or act of God, interruption in water, electricity, heating or air conditioning (depending on the season), acts of terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, epidemics, quarantines, embargoes, malicious acts of third parties, acts of a common carrier (e.g., Federal Express, UPS, or Postal Service), or warehouseman (e.g., Iron Mountain), labor disputes affecting vendors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party.

“Hardware” means a hardware device manufactured and provided by or on behalf of Industrial Defender.

“Hardware System Failure” means a material deviation from the applicable published Industrial Defender technical specifications.

“Incident” means a support request that begins when Customer contacts Industrial Defender to report one specific Error and ends when Industrial Defender either: (a) resolves the Error; or (b) determines in its discretion that the Error cannot be resolved.

“Industrial Defender” means iDefender, LLC.

“Industrial Defender Confidential Information” means information concerning the Products including, but not limited to, Maintenance Releases, Major Releases, Minor Releases and other product or business information made available by Industrial Defender.

“Maintenance Releases” means new versions of a Product that include defect corrections and bug fixes within the framework of the specifications for the current release of the Industrial Defender Product. Maintenance Releases are represented by the “Z” in Version X.Y.Z.

“Major Feature Releases” means new versions of a Product that include enhanced functionality and usability as well as all previous Minor Feature Releases and Maintenance Releases. Major Feature Releases are represented by the “X” in Version X.Y.Z.

“Minor Feature Releases” means new versions of a Product that include improved performances as well as all maintenance/defect corrections from the previous releases. Minor Feature Releases are represented by the “Y” in Version X.Y.Z.

“Order” is defined as a statement of work, purchase order, service order, task order, order form, exhibit, change authorization, software licensing document, software licensing certificate or other such document(s) executed by Customer and Industrial Defender that contains specific details and terms with respect to the hardware, software and services being performed or delivered.

“Product” means Hardware, Software or any combination thereof.

“Product Support Portal” means a secure online portal for submitting trouble tickets, entering help requests and checking the status and disposition of previous inquiries and viewing Software releases, updates, technical support alerts and other user documentation.

“Software” means the machine-executable computer software components of software listed in an Order including, but not limited to, application software that is designed to operate on separately-provided Hardware and any software component of integrated appliances, and all associated releases,

corrections, updates, enhancements, documentation modifications, and such other supporting materials.

“Standard Business Day” is defined as 8:00 a.m. EST to 5:00 p.m. EST Monday through Friday, excluding holidays.

“Support Manager” means the Industrial Defender employee who supervises the Support Services staff or his/her designee.

“Support Services” means remote support and maintenance services Industrial Defender provides Customer in connection with the Products.

“Term” means the period of time during which Support Services will be provided per the Order.

Appendix G
Industrial Defender Industrial Defender Product
Lifecycle Management Guidelines

This document describes the current policies for product lifecycle management. These guidelines provide a framework for Industrial Defender's product management processes and commercial agreements. While generally aligned with current Terms and Conditions for product and services, these guidelines are superseded by the specific Terms and Conditions applicable at the time of purchase or as superseded by subsequent written agreements between Customer and Industrial Defender.

Industrial Defender products generally have two components or categories: hardware and software. Most products are a combination of a hardware product (sometimes called Infrastructure Product or Appliance) and related software that runs on that hardware. The customer typically purchases and takes ownership of the hardware and also purchases a perpetual license to use software that is provided to operate on the hardware.

Hardware / Infrastructure Products

The typical lifecycle of a hardware product is illustrated in the following figure. A specific hardware model is introduced to the market with an expected active sales life on the order of three years. At some point, the product is declared End of Sale (EoS) and no further quotes are provided and no further orders are accepted. As a standard policy (guideline), Industrial Defender will continue to support software to run on that hardware model for three years after announcing End of Sale. After that point, the hardware model is considered End of Life (EoL) and Industrial Defender no longer supports any version of software for that model. Previous software may still operate, and the associated perpetual license is still valid, but the software is unsupported and no further updates will be available. Industrial Defender will not renew Support (or Annual Comprehensive Support – ACS) agreements for the product for periods after EoL. Thus the last date to renew an annual support agreement is one year before EoL. Industrial Defender posts lists of both active and EoS/EoL products on its Support web site. Industrial Defender will also make a good faith effort to notify the Customer's designated contacts of changes in product lifecycle status via email.

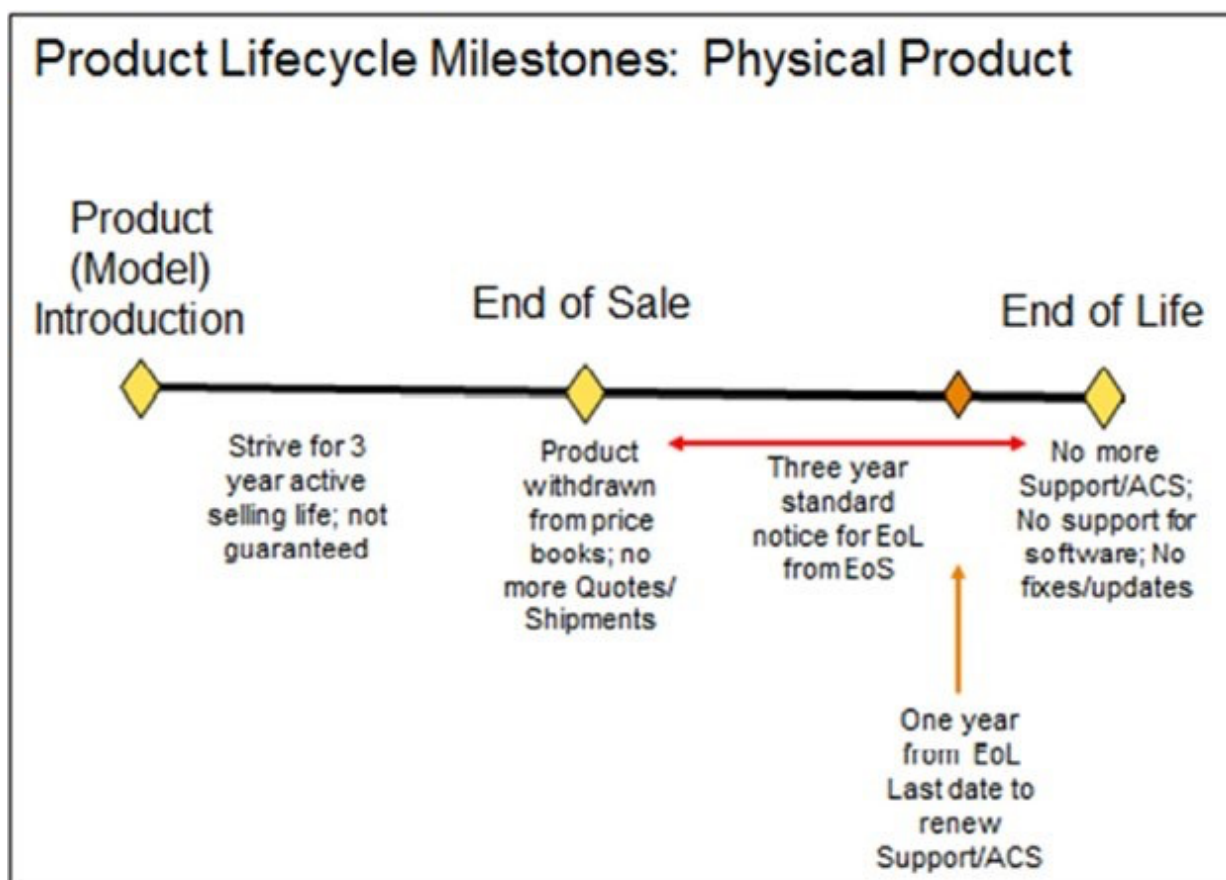


Figure 1 Physical Product Lifecycle Milestones

Industrial Defender posts lists of both active and EoS/EoL products on its Support web site. Industrial Defender will also make a good faith effort to notify the Customer's designated contacts of changes in product lifecycle status via email.

Software Products

Software products have frequent updates, also called releases. Customers who have active Support (ACS) agreements for software products are entitled to receive all new releases, as well as support for any current release. There are three types of software release:

Major Feature Release

A new version of the Product that includes scheduled road-map releases with enhanced functionality and usability as well as all previous Minor Feature Releases and Maintenance Releases incorporated in the release of the Product. Major Feature Releases are represented by the "X" in Version X.Y.Z.

Minor Feature Release

A new version of the Product that includes improved performance as well as all maintenance/defect corrections from the previous releases. Minor Feature Releases are represented by the "Y" in Version X.Y.Z.

Maintenance Release

A new version of the Product that includes defect corrections and bug fixes within the framework of the specifications for the current release of the Product. Maintenance releases are represented by the “Z” in Version X.Y.Z

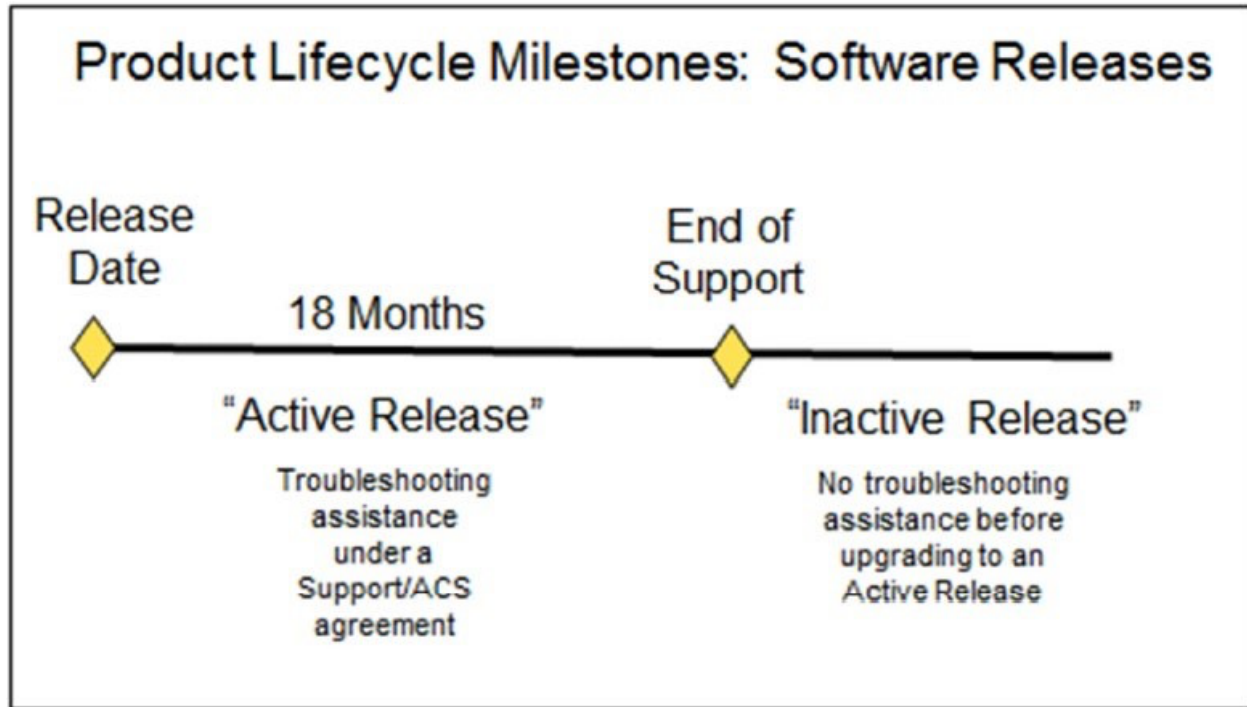


Figure 2 Software Product Lifecycle Milestones

“Support” for software generally includes telephone and email assistance, troubleshooting help, access to a Support Portal for ticketing and online information, and access to all software updates/releases for the product. Support is provided only to Active software releases.

Industrial Defender supports the current Generally Available (GA) release and two prior releases (Major or Minor) additionally any “Active Release” will be supported for a minimum of 18 months.

Customers requiring support may be asked to upgrade to an Active release before obtaining troubleshooting assistance. New features and bug fixes are added incrementally to the Active software release. Customers requiring a “bug fix” to resolve a problem may be required to upgrade to the latest new release of software.

Appendix H

Personnel Risk Assessment Program

Permanent Disqualifying Offenses and Events

The occurrence of Permanent Disqualifying Offenses and Events shall permanently disqualify any person from authorized electronic or authorized unescorted physical access to BES Cyber Systems. Permanent Disqualifying Offenses and Events include convictions or pleas of guilty or finding of not guilty by reason of insanity to any of the following offenses (including attempts to commit the following offenses and conspiracies related to the commission of the following offenses).

1. Espionage
2. Sedition
3. Treason
4. An act of terrorism
5. A crime involving a Transportation Security Incident. Note: A Transportation Security Incident is a security incident resulting in a significant loss of life, environmental damage, transportation system disruption, or economic disruption in a particular area. The term “economic disruption” does not include a work stoppage or other employee-related action not related to terrorism and resulting from an employer-employee dispute.
6. Unlawful possession, use, sale, distribution, manufacture, purchase or dealing in an explosive or explosive device (not including fireworks).
7. Murder in the first or second degree as defined in Missouri or comparable state or federal crime.
8. Threat or maliciously conveying false information knowing the same to be false, concerning the deliverance, placement, or detonation of an explosive or other lethal device in or against a place of public use, a state or government facility, a public transportation system, or an infrastructure facility.
9. Certain RICO (Racketeer Influenced and Corrupt Organizations) Act Violations where one of the predicate acts consists of one of the permanent disqualifying crimes.
10. Extortion
11. Bribery
12. Kidnapping or hostage taking
13. Assault with intent to kill
14. Arson
15. Cyber offenses

Interim Disqualifying Offenses and Events

The occurrence of an Interim Disqualifying Offenses and Events shall immediately result in disqualifying any person from authorized electronic or authorized unescorted physical access to BES Cyber Systems. The City’s Director of Utilities may release the interim disqualification if the Director determines it is appropriate to do so. Interim Disqualifying Offenses and Events include convictions or pleas of guilty or finding of not guilty by reason of insanity to any of the following offenses (including attempts to commit the following offenses and conspiracies related to the commission of the following offenses); arrests for the following offenses; and charges (whether by indictment or information) of the following offenses.

1. Unlawful possession, use, sale, manufacture, purchase, distribution, or dealing in a firearm or other weapon.

2. Dishonesty, fraud, or misrepresentation, including identity theft and money laundering.
3. Improper transportation of a hazardous material under 49 U.S.C. 5124 or comparable state law.
4. Smuggling
5. Immigration violations
6. Distribution, possession with intent to distribute, or importation of a controlled substance.
7. Rape or aggravated sexual abuse
8. Robbery
9. Entry by false pretenses to any real property, vessel or aircraft of the United States or secure area of any airport or seaport.
10. Lesser violations of RICO Act
11. Pending charges of offenses listed as Permanent Disqualifying Offenses and Events.
12. Any other offense as defined in any state or federal law which is not specifically listed herein.