



Service Contract

This agreement ("Agreement"), made on September 4, 2024, is entered into by and between Lindy Communities ("Managing Agent") not personally but solely as agent for Owner of Property (as defined below) and Stratus ip. ("Service Provider"), for Service hereinafter defined in Exhibit "A" - Scope of Service. Said Service to be performed for Lindy Communities (the "Property").

TERM OF AGREEMENT:

Commencement date: September 17, 2024

Termination date: September 16, 2025

Bm

Bm
9/20/24

SECTION 1. RECITALS

WHEREAS, Lindy Communities has been appointed Managing Agent of the Property and has been authorized by Owner to enter into and administer this Agreement on Owner's behalf and solely as agent for Owner;

WHEREAS, Service Provider is engaged in providing a service (as defined below) ("Service") for owners and managers of real estate; and

WHEREAS, Service Provider wishes to provide the Service at the Property on behalf of Owner and at the request of Managing Agent, said Service more particularly described on Exhibit "A."

NOW, THEREFORE, in consideration of the following mutual covenants and promises, the parties hereby agree as follows.

SECTION 2. AGREEMENT AND CONTACT INFORMATION

2.1 Property Name and contact information:

Property – Lindy Communities

Note: See Attachment, “Multiple Vendor Property Information” when Service Provider serves more than one property in this Agreement.

2.2 Service Provider Contact Information:

Authorized Representative:

Name Mario Jurado

Contact Person (if different from Authorized Representative)

Name Jackie Beri

2.3 Service. The Service provided is more particularly described on Exhibit “A – Scope of Service,” attached hereto and incorporated herein. In the event of any consistency between this Agreement and Exhibit “A,” this Agreement will control.

2.4 Proposal. Service Provider and Managing Agent hereby agree that Service Provider’s proposal (“Service Provider Proposal”) may be attached hereto as Exhibit “B,” solely for reference purposes. In the event of any inconsistency between this Agreement and Exhibit “B,” this Agreement will control.

2.5 Insurance. Service Provider and Managing Agent hereby agree that the insurance documents required per this Agreement are attached hereto as Exhibit “C” – “Insurance Requirements for Vendors and Service Providers.” In the event of any inconsistency between this Agreement and Exhibit “C,” Exhibit “C” will control.

SECTION 3. PAYMENT AND INVOICING

3.1 Payment. Managing Agent will pay for the performance of the Service the amount set forth in Exhibit “A” attached hereto, and said amount shall include all applicable taxes, insurance, supervision, overhead and profit, with payments made thirty (30) days in arrears.

Managing Agent will not be required to make any payment to or at the request of Service Provider until Managing Agent confirms that the Service performed by Service Provider is complete and acceptable to Managing Agent. Payments made hereunder will not be deemed to be an admission or approval by Managing Agent of the sufficiency or adequacy of the Service.

3.2 Invoicing. See Exhibit “A” for particular instructions on invoicing.

SECTION 4. TERM AND TERMINATION

4.1 Term. The term of this Agreement will commence as of the Commencement Date shown on the first page of this Agreement and end on the Termination Date shown on the first page of this Agreement, provided that neither party gives thirty (30) days’ notice to terminate the

Agreement prior to the end of the term. If this Agreement is not terminated as set forth herein, it will automatically renew on a month-to-month basis until terminated by either party giving thirty (30) days' notice before the end of any renewal term.

4.2 Termination

A. Termination with Notice to Cure. In the event Service Provider fails to perform any obligation in this Agreement in a manner satisfactory to Managing Agent, Managing Agent may, by written notice to Service Provider, specify in detail the nature of the failure to perform and provide thirty (30) days from receipt of written notice for the Service Provider to cure the failure. If the failure remains uncured, in the sole opinion of Managing Agent, at the end of the thirty (30) days the Agreement will terminate.

B. Termination without Notice to Cure. In the event Service Provider fails to perform any obligation under this Agreement in a manner satisfactory to Managing Agent and Managing Agent believes that Service Provider is incapable or unwilling to cure the failure, then Managing Agent may, without prejudice to any other remedy it may have, upon five (5) days' written notice to Service Provider, terminate this Agreement. Without limiting the foregoing, Managing Agent may, without prejudice to any other rights or remedies of Managing Agent at law, in equity, or under this Agreement, and without any payment to Service Provider, complete the Service by whatever means or method Managing Agent may deem expedient or appropriate, and all such costs will be borne by Service Provider. Managing Agent may offset such amounts against payments which may otherwise be due Service Provider under this Agreement.

C. Termination with or without Cause. With or without cause, either party may, upon thirty days' written notice to the other party, terminate this Agreement for any reason or no reason including, without limitation, the sale of the property by Owner.

D. Not entitled to payment beyond Termination. If Managing Agent terminates this Agreement, Service Provider will not be entitled to receive any further payment under this Agreement for Service performed after the termination of this Agreement or for any Service that was not performed in accordance with this Agreement.

SECTION 5. SERVICE PROVIDER'S DUTIES

5.1 Service Provider's Duties. Service Provider will furnish all labor, supplies, materials and anything else necessary to perform the Service. Service Provider will perform their services with the same level and skill ordinarily exercised by members of its profession practicing in the same location at the same date and under similar conditions. Service will be performed in such a manner as to minimize the possibility of any annoyance, interference or disruption to management personnel or the occupants of the property and their guests and invitees. Service Provider will immediately repair in a manner and to a condition acceptable to Managing Agent, any damage caused by Service Provider, or by Service Provider's employees, agents, representatives, or consultants in connection with the Service to such Property.

If applicable, Exhibit "D" sets forth a time schedule of when Service will be performed, and Service Provider hereby acknowledges that Managing Agent will have the right to rely on such schedule. Service Provider further agrees to immediately provide to Managing Agent a written update of the schedule previously provided if and when such schedule changes. Service Provider recognizes that Service Provider's failure to provide any such update to a schedule for the Service will constitute a material default under this Agreement.

5.2 Service Provider's Personnel. Service Provider will provide, at its sole cost and expense, any and all Service Provider's Personnel as necessary to perform its duties under this Agreement. It is recognized that Managing Agent will rely upon the skill and judgment of Service Provider in providing sufficient and qualified labor in Service Provider's Personnel.

5.3 Independent Contractor. Service Provider is an independent Contractor with respect to the Service to be performed hereunder. Any and all of Service Provider's Personnel will not, for any purpose, be considered employees or agents of Managing Agent. Service Provider is solely responsible to direct and supervise Service Provider's Personnel. Service Provider has the sole and exclusive right to hire, fire, supervise and direct its employees or agents, appoint supervisors or managerial personnel, set compensation and fringe benefits, establish wages, hours and servicing conditions, pay and remit all withholding taxes, social security, unemployment and other such monies as may become payable as a result of an employer-employee relationship, and in any and every other way manage the servicing relationship with Service Provider's Personnel. Service Provider will comply with all employment laws relative to its employees including, but not limited to, wage and hour laws, workers' compensation laws, immigration laws, OSHA-type laws, and any other such monies as may become payable as a result of an employer-employee relationship. No third-party beneficiary relationship, nor any joint employer relationship, is created between Service Provider's Personnel and Managing Agent.

5.4 Damages. Service Provider will be responsible for all damages of any nature whatsoever, whether involving bodily injury, death or damages to personal or private property caused by or in connection with the Service.

5.5 Payment of Taxes and Contributions. Service Provider will pay any and all taxes and contributions assessed against Service Provider, including but not limited to, unemployment insurance, retirement or pension benefits, pensions and annuities now imposed, or hereafter imposed by any applicable law or any governmental unit, which is measured by wages, salaries, or other remuneration paid to persons employed by Service Provider in connection with the Service that Service Provider is required to perform and/or has performed under the terms of this Agreement.

5.6 Insurance Requirements. Service Provider and all Subcontract Personnel agree to have and maintain the minimum requirements set forth in Exhibit "C." These requirements are subject to amendment or waiver only if approved in writing by Lindy Communities. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. Failure to Fulfill: Any failure to fulfill any insurance obligation contained in this Agreement or in Exhibit "C," will constitute a material breach of this Agreement.

B. Right to Examine: Managing Agent will have the right to examine and copy, or to require duplicate originals of at all times during business hours as requested by Managing Agent, all original insurance policies and additional insured endorsements and all other endorsements secured by Service Provider.

C. Third Party Consultant: To the extent that Managing Agent, in Managing Agent's sole and absolute discretion, designates a third-party consultant to assist in its analysis and verification of Service Provider's compliance with the insurance requirements set forth herein, Service Provider will cooperate fully with such third-party consultant and will provide such information as is required of Service Provider pursuant to this Agreement.

5.7 Compliance with Federal, State and Local Law. Service Provider will comply with all applicable federal, state, city, county and municipal laws, statutes, ordinances and regulations.

5.8 Non-Discrimination. Service Provider, in performing the Service, will not discriminate against anyone because of race, religion, creed, color, national origin, gender, sex, familial status, disability, age, or ancestry, or any other reason set forth in law.

SECTION 6. INDEMNIFICATION

6.1 Indemnified Parties. Notwithstanding anything in this Agreement to the contrary, Service Provider hereby covenants and agrees to indemnify, defend and hold harmless Managing Agent and Owner and each of their respective current and former general and limited partners, members, principals, affiliates, directors, officers, shareholders, beneficiaries, trustees, employees, agents, successors and assigns (collectively, the "Indemnified Parties") from and against:

A. Any claim, liability, loss, damages, cost or expense, including, without limitation, reasonable attorneys' fees, awards, fines or judgments, arising and to the extent caused by any negligent act, errors or omission within the professional services that leads to: (1) Service Provider's default or breach of any of the provisions of this Agreement; or (2) death, bodily injury, mental anguish to persons, damage to property, whether real or personal, defective service, whether performed by Service Provider, and/or by Service Provider's Personnel, and whether such claims, liabilities, losses, damages, costs, or expenses arise in tort (including, without limitation, negligence, gross negligence, recklessness, or willful misconduct), or as a result of violations of local, state or federal laws, statutes, ordinances, regulations, common law or contract, except for those claims resulting solely from the negligence or willful misconduct of Managing Agent.

B. Any taxes, penalties, interest and/or fines assessed by any governmental entity against Managing Agent or Owner that is connected to Service Provider in performing the Service as described in this Agreement.

6.2 Indemnification. To the fullest extent permitted by law, Service Provider agrees to hold harmless and indemnify the Indemnified Parties, regarding any past, present, and/or future claims relating to or arising out of the Service and caused by Service Provider's negligence or

willful misconduct. If a court, mediator, arbitration panel, or other body finds that Indemnified Parties are liable with respect to claims arising out of the Service and caused by Service Provider's negligence or willful misconduct, Service Provider agrees to compensate Indemnified Parties for any damages awarded against Indemnified Parties. In claims against any person or entity indemnified under this Section by Service Provider or Service Provider's Personnel, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Provider.

SECTION 7. SERVICES MADE FOR HIRE; CONFIDENTIALITY; TRADEMARKS; AUDIT; SURVIVAL

7.1 Standard of Care. Service Provider will perform services in a manner consistent with that degree of care and skill generally exercised by professionals performing tasks under similar circumstances.

7.2 Services made for Hire. All information, reports, studies, computer programs (object or source code), customer lists, service products, services of authorship, creative or audiovisual services, and other tangible or intangible material produced by or as a result of the Service will be the sole and exclusive property of Managing Agent in its role as agent for Owner, it being intended that such material will be "services made for hire," of which Owner will be deemed the author. To the extent that notwithstanding the foregoing such material is not deemed "services made for hire" under applicable law, Service Provider hereby irrevocably grants, assigns, transfers, designates, and sets over under Managing Agent in its role as agent for Owner, all right title and interest of any kind nature or description in and to such material.

7.3 Confidentiality. Service Provider acknowledges and agrees that the tangible and intangible information obtained or developed in connection with the performance of this Agreement is deemed to be considered confidential and proprietary information ("Confidential Information"). Service Provider will not disclose Owner's Confidential Information to any other entity or persons without Managing Agent's prior consent. Service Provider will not: (i) make any use or copies of the Confidential Information except as required to provide services in connection with the Service; (ii) acquire any right in or assert any lien against the Confidential Information; (iii) sell, assign, lease, or otherwise dispose of Confidential Information to third parties or commercially exploit such information; or (iv) refuse for any reason to promptly return Confidential Information to Managing Agent if so requested. Upon termination of this Agreement, Service Provider will promptly return or, if so requested, destroy any Confidential Information in its possession (including all copies thereof) or in the possession of Service Provider's Personnel. Service Provider agrees to notify Managing Agent promptly and in writing of any circumstances of which Service Provider has knowledge relating to any possession, use or knowledge of any portion of the Confidential Information by any unauthorized person.

7.4 Trademarks. Service Provider acknowledges that Managing Agent in its role as agent for Owner is the sole and exclusive owner of the respective trademarks, service marks, trade names and logos of Property (together, the "Marks"). Service Provider agrees that it will not make any use of the Marks except with Managing Agent's prior written consent. Service Provider agrees

and acknowledges that it will not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of this Agreement or Service Provider's use of the Marks. Any service product generated as a result of the Service contemplated hereunder will be deemed a "service for hire" owned exclusively by Managing Agent in its role of agent for Owner. In any event, Service Provider hereby assigns any right it may have in such service product to Managing Agent in its role as agent for Owner.

7.5 Audit. Service Provider agrees upon reasonable request to substantiate that Service Provider's billing is in conformity with the terms of the agreement and to furnish documents verifying each charge billed to Managing Agent.

7.6 Survival. The provisions of this Section 7 will survive the expiration or other termination of this Agreement.

SECTION 8. ASSIGNMENTS AND SUBCONTRACTS

8.1 Assignments and Subcontracts. It is expressly understood and agreed that this Agreement is personal to Service Provider and was awarded to Service Provider based upon its professional skills, knowledge, and expertise. Service Provider will have no right, power, or authority to assign this Agreement or any portion thereof to any third party, either voluntarily or involuntarily, or by operation of law. Service Provider will have no right, power, or authority to subcontract or assign the Service or any part thereof, without Managing Agents' written approval, which may be withheld or denied in Managing Agent's sole and absolute discretion. Neither approval nor consent by Managing Agent for Service Provider to enter into any subcontract or the failure or performance thereof by any such subcontractor will relieve, release or affect, in any manner, any of Service Provider's duties, liabilities or obligations hereunder, and Service Provider will be and remain liable hereunder to the same extent as if no subcontract had been permitted, made, or entered into. Except to the extent above indicated, all of the rights, benefits, duties, liabilities and obligations of the parties hereto will inure to the benefit of and be binding upon their respective successors and assigns.

SECTION 9. NON-RECOURSE AGREEMENT

9.1 Non-Recourse Agreement. It is expressly understood and agreed by and between the parties hereto that, notwithstanding anything contained in this Agreement to the contrary, Service Provider (or any person claiming by, through or under Service Provider) will have no personal recourse for the payment or performance of any obligation under, or for any claim based on this Agreement and against Managing Agent or against any other Indemnified Party under this Agreement beyond the interest of Owner in Property. Service Provider hereby releases and waives all personal liability of the above-described persons and entities arising from or in any way connected with this Agreement or the Service. A negative capital account of any partner or sub-partner will not be deemed an interest of Managing Agent in Property, and recourse under this Agreement will not under any circumstances extend to any such negative capital account. Service

Provider acknowledges and agrees that Managing Agent would not have entered into this Agreement without the benefit of the provisions of this Section 9.

SECTION 10. ENVIRONMENTAL COMPLIANCE

10.1 No Violation of Environmental Laws. Service Provider represents, warrants and covenants to Managing Agent that Service Provider will at no time use or permit Property to be used in violation of any applicable laws, codes and/or regulations, including, but not limited to any laws regarding waste disposal or other environmental laws. Service Provider will assume sole and full responsibility for, and will remedy at its sole cost and expense, all such violations, provided that Managing Agent's approval of all remedial actions will be first obtained in writing, which approvals will not be unreasonably withheld. Service Provider will at no time use, generate, release, store, treat, dispose of, or otherwise deposit in, on, under, or about Property, any material or substance which may be hazardous or toxic as determined from time to time by any governmental body or by Managing Agent ("Hazardous Materials"), or permit or allow any third party to do so, without Managing Agent's prior written consent, which may be granted or withheld in Managing Agent's sole and absolute discretion. Service Provider's compliance with all applicable laws, codes and/or regulations will be at Service Provider's sole cost and expense. Service Provider will pay or reimburse Managing Agent for any cost or expense incurred by Managing Agent, respectively, including reasonable attorneys', engineers', and consultants' fees, to approve, consent to, or monitor the above requirements for compliance with applicable laws, codes and/or regulations, including, without limitation, above and below ground testing.

SECTION 11. IMMIGRATION REFORM AND CONTROL ACT, AND OFFICE OF FOREIGN ASSET CONTROL

11.1 Immigration Reform and Control Act. Service Provider is aware of the requirements and restrictions imposed on it by the Immigration Reform and Control Act of 1986 and will comply with its applicable requirements in performing its obligations. Without limiting the foregoing, Service Provider further warrants that it has (1) verified that Service Provider's Personnel are legally authorized to service in the United States for the duration of all services provided to Managing Agent; (2) required Service Provider's Personnel to complete and execute Sections 1 and 2 of the DHS Form I-9; and (3) processed Service Provider's Personnel through Department of Homeland Security Employment Eligibility Verification "E.E.V."

11.2 Office of Foreign Asset Control. Service Provider warrants and represents to Managing Agent that Service Provider is not, and will not become, a person or entity with whom Owner is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transaction or be otherwise associated with such persons or entities.

SECTION 12. NOTICES

12.1 Notice Delivery. Any and all written notices will be delivered in person, by certified or registered mail, with return receipt requested, or by reputable private courier (e.g., Federal Express, UPS), and will be deemed effective upon receipt. The parties hereto may, by notice in writing, designate another address to which notice will be given pursuant to this Agreement.

SECTION 13. MISCELLANEOUS

13.1 Waiver. No provision of this Agreement will be deemed waived unless waived in writing by the party benefitted by such provision. Any failure of Service Provider or its insurer to comply in full with any provisions of this Agreement and any failure by Managing Agent to enforce the provisions of this Agreement will in no way constitute a waiver by Managing Agent of any contractual right hereunder, unless such waiver is in writing and signed by Managing Agent.

13.2 Severability. In the event that any provisions of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof will remain in full force and effect.

13.3 Amendments. This Agreement may be modified only in writing signed by the parties.

13.4 Choice of Law. The laws of the State of Pennsylvania, as well as the local laws of the county and municipality wherein the Property is located, will govern this contract.

13.5 Advice of Consultants. Service Provider represents that it has reviewed this Agreement, including all exhibits (including, without limitation, the scope of the Service to be performed pursuant to this Agreement) with attorneys, accountants, advisors, and such other consultants of Service Provider as Service Provider deems necessary and appropriate. The parties agree that the fact that one or the other has drafted and prepared this Agreement will not result in any provision of this Agreement being construed against such drafting party.

13.6 Time of the Essence. Time is of the essence with respect to the performance of all obligations under this Agreement.

13.7 Entire Agreement. All negotiations and agreements are merged herein, and there are no provisions, covenants, or other agreements between the parties other than those contained herein or incorporated herein by reference. This agreement is the entire agreement between the parties hereto with respect to the subject matter hereof.

13.8 Rights of Enforcement. The parties agree that despite the fact that Owner and the Indemnified Parties are not signatories to this Agreement, the Owner and the Indemnified Parties

will have an independent right to enforce the indemnification and any other provisions of this Agreement that are for the express or implied benefit of such parties.

13.9 Force Majeure. Under no circumstances will either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, pandemic or act of God.

13.10 Limitation of Liability. Under no circumstance will Managing Agent or Owner be liable for any special, indirect, liquidated, consequential or any other type of damages of any kind. Damages are limited to direct damages and capped by the amount of compensation Service Provider is to receive pursuant to the Agreement.

13.11 Sale of Building. In the event during the term of this Agreement, Property should change ownership, Managing Agent in its role as agent for Owner may assign the contract as part of the sale. Notwithstanding the above, as set forth herein, Managing Agent will have the right to cancel the contract upon sale by providing thirty (30) days written notice of termination.

{Remainder of page intentionally left blank. Signature page to follow}

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement as of the date set forth above.

MANAGING AGENT (LINDY COMMUNITIES), solely as Agent for Owner

By:

Brian Kroker

Signature:

Brian Kroker

Title

Chief Operating Officer

Lindy Communities

SERVICE PROVIDER

Authorized signatory:

Bob May

By: (printed name)

Bob May

Signature:

BM

Title:

CEO

Statement of Work



Lindy Communities

Sep 17, 2024

Proposal Expiration Date: Nov 16, 2024

STRATUS *ip*



Executive Summary

Lindy Communities has requested the assistance of Stratus ip with performing a comprehensive internal and external information security assessment of the organization's network environment. This assessment will measure the effectiveness of the organization's security efforts and identify any issues with the current security posture.

Scope and Methodology

Based on the information provided by Lindy Communities, Stratus ip has developed the following scope of work to properly execute the requested assessment. It should be noted that Stratus ip will attempt to identify as many security weaknesses as possible during the allocated time frame; however, it should be noted that security assessments are never guaranteed to identify every flaw within the organization's environment. This proposal includes the following scoped phases of testing:

TESTING PHASE	ACTIVITIES PERFORMED
External Asset Testing	Stratus ip will perform security testing against Lindy Communities's public IP addresses to identify any systems with security issues. These security issues can stem from configuration, authentication, as well as patching vulnerabilities. Activities include the following: <ul style="list-style-type: none">• User Profiling and Reputational Threats• Informational Gathering• Vulnerability Discovery and Validation
Internal Asset Testing	Stratus ip will perform security testing against Lindy Communities's internal IP addresses to identify any systems with security issues. These security issues can stem from configuration, authentication, as well as patching vulnerabilities. Activities include the following: <ul style="list-style-type: none">• Information Gathering• Vulnerability Discovery and Validation• Controlled Penetration Testing

Penetration Testing / Vulnerability Scan

Stratus ip will perform technical vulnerability and/or penetration tests on the following:

- Up to **1,000** internal IPs
- Up to **0** external IPs
- **2** Penetration Test per year
- **4** Vulnerability Scans per year
- Summary - 2 Internal & External Penetration Tests - 4 Vulnerability Scans included - 24x7x365 DarkWeb Monitoring - WAIVED professional services fees if signed in September * * * * Stratus ip will scan Lindy Communities' entire network before testing and gather an accurate IP count - Should the total IP count be above the 1000 ips in scope, the price will be adjusted in an amended SOW to reflect the actual count. * * * *



Intentionally
blank



Testing Methodologies

Stratus ip performs a periodic review of its testing methodologies to ensure that its activities, techniques, and tactics are up-to-date and include tasks that would allow for the discovery of the latest security threats. Based on the Lindy Communities's requests, Stratus ip has prepared the following testing methodologies:

Internal and External Network Testing

The internal and external testing phases are similar in many ways, with the exception of leveraging Open-Source Intelligence (OSINT). These assessments take a comprehensive approach to identifying security vulnerabilities which expose systems and services to potential threats. To accomplish this goal, Stratus ip the platform leverage a number of resources and techniques to identify, enumerate, and exploit the targeted systems. The following components are included in this phase:

- **User Profiling** - By leveraging publicly available resources, such as social media and other sites, the platform attempt to gather as much information about the targeted organization, including its employees. Using such information, the platform will create a custom list of potential usernames and email addresses that may be useful for other attacks, such as password attacks.
- **Reputational Threats** - The platform attempts to identify potential areas that could be used to harm the target organization's reputation. Such information could include misspelled domain names (registered by an attacker), inflammatory domain names, etc.
- **Intelligence Gathering** - Information about the target environment(s) will be gathered to help map out potential target IP ranges, environments that may contain sensitive information, as well as other information that may be valuable to an attacker. Publicly available resources searched during this phase include current and historic DNS records, search engines, forums, Pastebin, GitHub, and the organization's website.
- **Vulnerability Analysis** - Vulnerabilities are identified through both manual testing as well as automated testing and scanning. As vulnerabilities are identified within the targeted environment, the platform will validate the existence of the vulnerability by attempting to leverage multiple validation techniques (e.g. Nmap, Metasploit, etc.). Once validated, the platform will gather proof of validation for reporting purposes. During this phase, the platform also marks false-positives as such to assist the organization with only relevant and validated security vulnerabilities.
- **Exploitation** - Based on the security vulnerabilities identified in the Vulnerability Analysis phase, the platform will cautiously attempt to perform exploitation of security vulnerabilities. Depending on the type of security vulnerability exploited, this process may result in the platform gaining limited, or full, access to the exploited target.
- **Post-Exploitation** - To demonstrate the full impact that a malicious attacker could potentially make within the organization, the platform will attempt to perform post-exploitation within the environment. One of the activities involved in this process is privilege escalation, which is the attempt to escalate access within the environment to privileges that would allow for further access within the environment.



Vulnerability Scanning

The vulnerability scanning process consists of an automated vulnerability scanner testing the organization's network environment for security threats that are present and immediately visible from a network perspective. A vulnerability scan does not attempt to simulate the actions of a malicious attacker (e.g. penetration test) and only identifies security weaknesses that are directly visible. The following components are included as part of a vulnerability assessment.

- **Vulnerability Analysis** – Vulnerabilities are identified through automated testing and scanning. The vulnerability scan process will identify security weaknesses that are present on the surface of the external network environment. The vulnerabilities identified could pertain to many potential security weaknesses, including, but not limited to authentication, patching, and configuration weaknesses, as well as issues that could lead to unauthorized access of sensitive data and/or systems.

Documentation and Communication

Stratus ip has policies and procedures in place to ensure that proper communication is maintained throughout the entire engagement. Stratus ip ensures that all parties involved on the project are aware of security issues identified, progress made, upcoming tasks, and date of completion expectations. The deliverable process includes several documents that are tailored to executives and technical contacts at Lindy Communities. Throughout the engagement, the following documentation can be expected:

- **Executive Summary Report** – An executive summary report will be included in the final deliverable package. This report contains a high-level summary of the security vulnerabilities identified as well as a remediation roadmap.
- **Technical Report** – The technical report will consist of the specific details identified during testing. Throughout testing, the platform collect log information as well as capture screenshots to demonstrate proof of validation of identified vulnerabilities. The technical report also includes recommendations with regard to how to remediate the identified security vulnerabilities.
- **Vulnerability Report** – The vulnerability report contains a comprehensive list of security vulnerabilities on a per-host basis and can be used in combination with the other deliverable documents to successfully remediate threats identified during the assessment. Whereas the technical report may demonstrate proof of a vulnerability across several hosts, the vulnerability report will contain a more comprehensive list of affected assets.

Scanning Duration Disclaimer



The amount of time it takes to perform, and complete scanning depends on the number of systems provided for targeting, bandwidth, available services, and the responsiveness of those services. If Lindy Communities's assumptions listed above cannot be met, there may be a negative impact on project duration or cost.

If there are deviations in scope, effort, or duration, a change order will be necessary and an addendum for additional effort will be created. All changes in scope or duration will be negotiated between Lindy Communities and Stratus ip.

Cirrus Dark Web Monitoring Objectives

- Continuously monitor the dark web for client-specific data, credentials, or sensitive information that may be exposed.
- Actively search for and identify data breaches that may affect Lindy Communities.
- Assess and analyze exposed credentials to determine if they belong to Lindy Communities or its employees.

Scope and Methodology

Dark Web Monitoring

Stratus ip will employ advanced tools and techniques to continuously monitor the dark web for any data or credentials related to Lindy Communities. This includes monitoring underground forums, marketplaces, and other sources known for illegal activities.

Data Breach Identification

We will actively search for any data breaches that may have exposed Lindy Communities's sensitive information. Our team will investigate data sources on the dark web to identify breaches that require immediate attention.

Credential Exposure Analysis

Our experts will assess and analyze any exposed credentials to determine their origin. We will verify whether these credentials belong to Lindy Communities or its employees, potentially preventing unauthorized access to critical systems.

Cirrus Dark Web Monitoring

Stratus ip will perform Dark Web Monitoring on the following:

- Up to 1 Domain Names

Documentation and Communication

Real-Time Alerts and Notifications

Lindy Communities will receive real-time alerts and notifications of any identified threats or exposed data. This ensures that timely action can be taken to mitigate risks.



Monthly Reports

Stratus ip will provide monthly reports summarizing dark web activities and potential threats. These reports will include actionable recommendations for enhancing security and mitigating risks.



Assumptions and Exclusions

General Assumptions

Stratus ip assumes that this engagement will be conducted with the assistance and cooperation of Lindy Communities and its associated partners or providers to complete the assessment within the discussed time period.

Stratus ip

- The work is to be performed consecutively until project completion. There will be no break in services other than weekends and/or Stratus ip recognized holidays.
- The platform will notify Lindy Communities of any delays in services as soon as possible in order to determine ways to manage any impact (e.g. cost, modifications, etc.).
- Deliverables will be presented to Lindy Communities for review and comments within **two weeks or ten (10) business days** within the completion of the project.
- Stratus ip is not responsible for providing services or performing tasks not specifically set forth in this Statement of Work.
- Stratus ip shall have no responsibility for other contractors or third parties engaged on the project unless expressly agreed to in writing.

Lindy Communities

- Lindy Communities will provide a single point of contact within the organization to help Stratus ip coordinate access to the required project materials and personnel.
- Lindy Communities will provide the necessary information to perform the requested services within a timely manner.
- Stratus ip will be reliant on Lindy Communities staff to complete identified tasks and participate in interviews where necessary. Lindy Communities 's inability to provide this staff may affect the completion of tasks and/or deliverables.
- Lindy Communities is responsible for taking necessary actions based on alerts and reports.

Cirrus Product Suite

Item Name	Internal IPs	External IPs	Term in Months	One-Time Charge	MRC
Pen Test and Scan - Custom	1,000	0	12	-	\$1,150
Pen Test and Scan - Custom - Professional Services	-	-	-	\$0	-
				\$0	\$1,150

Bm

Total cost \$13,800
\$1,150 billed monthly

Bm



Additional Cirrus Products

Item Name	Term in Months	Quantity	MRC
Dark Web Monitoring	12	1	\$0
			\$0

Totals

Totals	
Total MRC	\$1,150
Total One-Time	\$0



First payment due within 30 days of invoice.

General Terms and Conditions

Billing Contact Information

Lindy Communities Billing Contact

Full Name:

Phone:

Email:

Approvals

Both parties warrant and represent that they have authority to execute this Statement of Work on behalf of their company and bind them to the obligations.

Stratus ip

Name: Bob May

Title: VP of Sales Operations

By:

Date:

9/20/24

Lindy Communities

Name: Brian Kroker

Title: COO

By:

Date:

9/17/24

Exhibit C:

Insurance Requirements for Vendors and Service Providers

Vendor/Service Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the service hereunder and the results of that service by the Service Provider, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

A. Worker's Compensation and Occupational Disease Insurance

Worker's Compensation Coverage: Statutory requirements of the state in which the services are to be rendered.

Employers Liability minimum limits.

Employers Liability – Per Accident Per Employee	\$1,000,000
Employers Liability Disease – Each Employee	\$1,000,000
Employers Liability Disease – Aggregate	\$1,000,000

Include Waiver of Right to Recover from Others Endorsement (WC 00 0310) where permitted by state law, naming Lindy Communities

B. Commercial General Liability (Occurrence Form)

Coverage must include the following perils and minimum limits:

Each Occurrence	\$1,000,000
General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Fire Damage	\$ 300,000

Medical Expense \$ 5,000

1. The aggregate must be applicable on a per project basis.
2. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
3. Broad Form Property Damage
4. Additional Insured endorsement to the Vendor's/Service Provider's insurance at least as broad as ISO form CG 20 10 04 13 and CG 20 37 04 13.
5. If Vendor/Service Provider sublets to another, all or any portion of the service, those subcontractors must also comply with the minimum limits outlined in this Exhibit "C."

C. Commercial Automobile Liability Insurance

Coverage must include the use of all Owned, Non-Owned, and Hired Vehicles. Minimum limits:

Bodily Injury and Property Damage \$1,000,000

D. Umbrella / Excess Liability Insurance

Coverage must include the following minimum limits:

Each Occurrence \$5,000,000

General Aggregate \$5,000,000

If the Vendor/Service Provider maintains higher limits than the minimums shown on the previous page and this page, Lindy Communities requires and shall be entitled to coverage for the higher limits maintained by the Vendor/Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Lindy Communities.

Additional Insured Status

Lindy Communities, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of service or operations performed by or on behalf of the Vendor/ Service Provider including materials, parts, or equipment furnished in connection with such service or operations. General liability coverage can be provided in the form of an endorsement to the Vendor's/Service Provider's insurance at least as broad as ISO form CG 20 10 04 13 and CG 20 37 04 13.

Primary Coverage

For any claims related to this contract, the Vendor's/Service Provider's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Lindy Communities.

Vendor/Service Provider's insurance carrier to notify Lindy Communities of any policy cancellations. Notice of cancellation must be provided to Lindy Communities within 10 days for non-payment of premium and 30 days for any other reason.

Waiver of Subrogation

Vendor/Service Provider hereby grants to Entity a waiver of any right to subrogation which any insurer of said Vendor/Service Provider may acquire against Lindy Communities by virtue of the payment of any loss under such insurance. Vendor/ Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Lindy Communities

has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Lindy Communities. Lindy Communities may require the Service Provider to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating (www.ambest.com) of no less than A: VI, unless otherwise acceptable to Lindy Communities.

Verification of Coverage

Vendor/ Service Provider shall furnish Lindy Communities with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this Exhibit C. All certificates and endorsements are to be received and approved by Lindy Communities before service commences. Failure to provide the required documents prior to the service beginning is not construed as a waiver of the requirements to provide them.

In the event of any change in insurance coverage throughout the duration of the contract, Vendor/Service Provider shall notify Lindy Communities contemporaneously with any such change and such change will be indicated in a revised certificate of Insurance to be delivered to Lindy Communities within five (5) days of the change(s).

Lindy Communities reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Lindy Communities has the right to postpone the commencement if required proof of insurance is not provided.

Off Site Property Exposure

Where an Off Project Site Property exposure exists, Vendor/Service Provider at its sole expense shall furnish to Lindy Communities Certificates of Insurance and other required documentation evidencing the minimum requirements of coverage. Lindy Communities is to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnitees named in the contract.

“All Risk” Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

Special Risks or Circumstances

Lindy Communities reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Vendor/Service Provider shall require and verify that all Subcontractors and Subcontractor’s Personnel maintain insurance meeting all of the minimum requirements stated herein, and Vendor/Service Provider and Lindy Communities, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Subcontractor’s CGL policy with respect to liability arising out of service or operations performed by or on behalf of the Vendor/ Service Provider including materials, parts, or equipment furnished in connection with such service or operations. General liability coverage can be provided in the form of an endorsement to the Subcontractor’s insurance at least as broad as ISO Form CG 20 38 04 13.

intentionally
blank



General Terms and Conditions

These General Terms and Conditions which are a part of the Statement of Work ("**SOW**") between Stratus IP ("**Stratus**" and also referred to as "**we**", "**us**", or "**our**") and the customer, on behalf of itself and those of its Affiliates who receive Services (collectively "**Customer**", and also collectively referred to as "**you**" and "**your**"). These General Terms and Conditions are a part of the associated SOW; for purposes of the SOW and these General Terms and Conditions, "Affiliate" means any entity that a party directly or indirectly controls, is controlled by, or is under common control with, and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise voting power, by contract or otherwise. In addition to the terms stated herein, these General Terms and Conditions include and incorporate the Product Terms of Use attached here to Exhibit "A".

1. Term and Termination.

1.1 Statement of Work Term. The term of each Stratus ip Statement of Work (as defined herein) (hereinafter "Stratus ip SOW") will begin on the date set forth in the Stratus ip SOW and continue for the term set forth in such Stratus ip SOW unless earlier terminated as provided below ("the Term").

1.2 Services. During the term of this Agreement, we agree to provide professional services and/or managed analytics security services on a subscription basis, referred to hereafter as the "**Services**" and as further defined in the Stratus ip SOW and associated attachments (the

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.

x



other applicable information agreed to by the parties.

1.3 Work on Customer Premises. If and to the extent that the implementation, performance or delivery of the Services require us to be present at the your premises, then, upon receiving travel approval from you and subject to adherence to our travel reimbursement policy, or other travel reimbursement guidelines set forth in the Stratus ip SOW, you shall reimburse us for all pre-approved, reasonable and actual out-of-pocket travel expenses, including, but not limited to, hotel, airfare and meals, incurred in connection with the implementation, performance or delivery of the Services.

1.4 Termination.

a. For Breach. Either party may terminate any Stratus ip SOW, in whole or in part, if the other party materially breaches a term of this Agreement, and, if the breach is remediable, the breach continues for 30 days after written notice of the breach. Termination of a single Stratus ip SOW under this Section will not be deemed a termination of any other Stratus ip SOW, unless otherwise specified by us.

b. Termination for Insolvency. Each party may terminate this Agreement effective immediately upon written notice, should the other party (i) make a general assignment for the benefit of creditors; (ii) institute proceedings, or have proceedings instituted against it, seeking relief or reorganization under any laws relating to bankruptcy or insolvency; or (iii) have a court of competent jurisdiction appoint a receiver, liquidator, or trustee over all or substantially all of such party's property, or provide for the liquidation of such party's property or business affairs.

c. Effect of Termination. If any Stratus ip SOW or any part of this Agreement is terminated or expires, then the following sections of these General Terms and Conditions: Sections 2 (Payment Terms), 3 (Warranties), 4 (Limitation of Liability), 5 (Indemnity), 6 (Confidentiality), 7 (Intellectual Property), 8 (Compliance with Export Control and Anti-Corruption Laws) and 9 (General Provisions). and the obligation to pay any

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.

x



2. Payment Terms.

2.1 Pricing. You agree to pay any undisputed fees for the Services that you order at the prices set forth in the applicable Stratus ip SOW ("Fees"). All Stratus ip SOW are non-cancelable and non-refundable, except for any pro-rata prepaid fees when the other party has an uncured material breach.

2.2 Invoicing. Payment terms are subject to credit approval. All Fees are exclusive of all sales, use, excise, value added, withholding and other taxes, and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the Services which shall be invoiced to and paid by you. You will provide tax exemption certificates or direct-pay letters to us on or before the Stratus ip SOW Effective Date, as applicable. We will invoice you for the Fees in advance, arrears, annually, monthly, or periodically during our performance of the Services according to the Stratus ip SOW. You will pay us undisputed amounts invoiced net 30 days. Undisputed and unpaid balances may accrue interest at the rate of the lesser of two (2%) per month or the then-highest rate permissible under applicable law. You will make full payment in U.S. dollars (\$), unless a different currency is specified in the Stratus ip SOW. If any amount owing by you for Services is 30 or more days overdue, we may, without limiting our other rights and remedies, accelerate your unpaid Fee obligations so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full. We will give you at least 10 days' prior notice that your account is overdue, in accordance with Section 9.3, before suspending services to you. Notwithstanding anything herein to the contrary, you shall be permitted to dispute any invoice, or a portion thereof, in good faith, which good faith dispute shall not be deemed a breach of this Agreement or subject you to any penalties hereunder.

2.3 Disputed Fees. You may withhold payment of particular fees that you dispute in good faith ("Disputed Fees") only. if you provide written

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.

x



parties will immediately negotiate in good faith to resolve the issue that is the subject of the Dispute Notice. We will not exercise our rights under Section 2.2 if you are disputing the applicable Fees reasonably and in good faith and are cooperating diligently to resolve the dispute.

2.4 Rate Schedule. All rates, fees, and related pricing for agreed upon Services will be captured in the relevant Service Order Term and Pricing Sheet. Renewal rates and terms will be listed on the Service Order; however, in the absence of such, all Services automatically renew for a period equal to the Initial Term and the corresponding fees and related pricing will be set at the then prevalent rate.

3. Warranties.

3.1 Our Warranty and Disclaimer. We warrant to you that we will perform our duties under this Agreement in a diligent and businesslike manner, consistent with industry standards and in compliance with all applicable laws, rules and regulations. In addition, we warrant and covenant that each of our employees and agents assigned to perform work hereunder shall have the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be so performed. **EXCEPT AS MAY BE SET FORTH HEREIN OR IN A STRATUS IP SOW, WE PROVIDE THE SERVICES "AS IS." WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.**

3.2 Third-Party Products. You acknowledge and agree that unaffiliated third parties may provide certain software, products and services subject to their standard terms and conditions ("Standard Terms") as a part of our Services. To the extent applicable and permissible, we shall pass through

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.

x



3.3 Remedy. If notified in writing of a valid warranty claim under Section 3, we will, at our option, but with your input, (i) correct the non-conforming Service so that it materially complies with the specifications; (ii) provide a replacement with substantially equivalent functionality; or (iii) terminate the Agreement and refund a pro-rata portion of the prepaid fee based on the number of months remaining in the Initial Term or Renewal Term as of the date that you provided written notice of the warranty claim under Section 3. This Section states our entire liability and your sole and exclusive remedy for breach of warranty under Section 3.

3.4 Your Warranty. You warrant that where you have disclosed to us electronic data and information submitted by or collected and processed by or for you using the Services ("Your Data") you have obtained the prior consent of all relevant third party individuals for us and our authorized agents, contractors, representatives and vendors to collect, use and disclose Your Data for all purposes relevant to this Agreement and the Services, in accordance with any applicable laws, regulations and/or guidelines. You further warrant that you have and shall maintain all appropriate consents, permissions and/or licenses (including from all relevant third parties) to enable us to perform the Services.

3.5 We may provide you with access and use of our customer proprietary portal (the "Portal"), as necessary for you to receive the Services and the applicable written directions and/or policies relating to the Services, which may be in paper or electronic format (the "Documentation"), and our provided Equipment or a combination thereof, as necessary for you to receive the Services and access the Portal. We grant You a limited, nontransferable, royalty-free and nonexclusive license to access and use, during the term of the Services only, the Services delivered to You, subject to the restrictions set forth below.

3.6 You, when applicable, will: (i) use the Services for your internal security purposes, (ii) be responsible for designating/authorizing customer users and (iii) will not, for itself, or any third party: (a) sell, rent, license, assign,

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.

x



(provided Customer reproduces on such copies all proprietary notices); or (d) remove from any software, Documentation or Equipment any language or designation indicating the confidential nature thereof or the proprietary rights of ours or your suppliers. In addition, you will not, and will not permit unaffiliated third parties to, (I) use the Services on a time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider basis; (II) alter any aspect of any Services or Equipment; or (III) assign, transfer, distribute, or otherwise provide access to any of the Services to any unaffiliated third party or otherwise use any Services with or for the benefit of any unaffiliated third party.

4. Limitation of Liability.

4.1 EXCEPT FOR AMOUNTS RELATED TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, ARISING OR RESULTING FROM, AND ONLY TO THE EXTENT OF A VIOLATION OF ANY STATE, FEDERAL, OR INTERNATIONAL LAW, INCLUDING, BUT NOT LIMITED TO, HIPAA, THE HITECH ACT OR HIPAA REGULATIONS BY THE BAA OR ITS EMPLOYEES OR AGENTS (WHEN APPLICABLE), NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LIABILITIES, (INCLUDING LOST PROFITS, LOSS OF REVENUE, GOODWILL, REPUTATION OR SAVINGS, LOSS OR UNAVAILABILITY OF DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER CLAIMED AS BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. EXCEPT FOR AMOUNTS RELATED TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, EACH PARTY'S LIABILITY TO THE OTHER FOR ANY LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT HOWSOEVER CAUSED OR ARISING WHETHER AS BREACH, TORT (INCLUDING NEGLIGENCE). OR OTHERWISE IS IN EACH CASE

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.

x



PURPORTS TO LIMIT EITHER PARTY'S LIABILITY IN A MANNER THAT WOULD BE UNENFORCEABLE OR VOID AS AGAINST PUBLIC POLICY IN THE APPLICABLE JURISDICTION.

5. Indemnity.

5.1 Your Indemnification. You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that Your Data or your use of any Service in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against Us") and will indemnify us from any damages, attorney fees and costs finally awarded against us as a result of, or for any amounts paid by us under a court-approved settlement of a Claim Against Us.

5.2 Our Indemnification. We will defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that your use of any Service provided under this Agreement infringes or misappropriates such third party's intellectual property rights (a "Claim Against You") and will indemnify you from any damages, attorney fees and costs finally awarded against you as a result of, or for any amounts paid by you under a court-approved settlement of a Claim Against You. We will have no indemnification obligation with respect to any action to the extent arising out of: (i) the use of any Services or any part thereof, in combination with software or other products not supplied by us; (ii) any modification of the Services not performed or expressly authorized by us; or (iii) the use of any of the Services other than in accordance with this Agreement. If any Service is held to infringe and its use is enjoined, we will, at our option and expense, (i) obtain the right to continue providing that Service consistent with the terms of this Agreement and the applicable Stratus ip SOW, (ii) replace or modify that Service so that it no longer infringes, or (iii) grant you a credit for the Service that you have not received.

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.

x



defense and settlement of the claim. This Section 5 is the sole remedy against claims of infringement.

6. Confidentiality.

6.1 Confidential Information. “Confidential Information” means non-public information that is disclosed by either party, or to which either party has access, that the receiving party knows or should reasonably be expected to know is confidential information of the other party.

6.2 Recipient Obligations. A party receiving Confidential Information will (i) restrict the use of the Confidential Information to those purposes necessary for the performance of the receiving party’s obligations and the exercise of the receiving party’s rights under this Agreement, and (ii) during the term of this Agreement and thereafter, safeguard against disclosure of the Confidential Information to third parties using the same degree of care to prevent disclosure as it uses to protect its own information of like importance, but at least reasonable care. All proprietary and copyright notices in the original must be affixed to copies or partial copies of Confidential Information made by a receiving party. Each party must provide the other with notice of any governmental, judicial or administrative order or proceeding to compel the disclosure of Confidential Information received under this Agreement, as promptly as the circumstances of such order or proceeding reasonably permit. Nothing herein shall preclude either party from disclosing Confidential Information to any of its directors, employees, consultants, professional advisers or subcontractors to the extent that such disclosure is reasonably necessary for the purposes of this Agreement or the performance of the Services.

6.3 Safeguards. In order to protect Your Data, we have in place and agree to maintain commercially reasonable administrative, physical and technical safeguards which are designed to protect (i) against anticipated threats to the security of such information, and (ii) against unauthorized access to or use of such information.

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.

x



6.5 Exceptions. Neither party will be obligated to maintain any information in confidence or refrain from use if (i) the information was in the receiving party's possession or was known to it prior to its receipt from the disclosing party, (ii) the information is independently developed by the receiving party without the utilization of Confidential Information of the disclosing party, (iii) the information is or becomes public knowledge without fault of the receiving party or (iv) it is required by applicable law. Nothing contained in this Agreement will require the alteration, deletion or destruction of back-up media made in the ordinary course of business, provided, however; that in each instance each party will maintain the confidentiality of Confidential Information in accordance with the terms of this Agreement.

7. Intellectual Property.

7.1 Ownership of Intellectual Property in the Services and Deliverables;

Reservation of Rights. All right, title and interest in and to all copyrights, trademarks, trade secrets, patents, mask works, deliverables, and all other intellectual property embodied in the Services and any documentation produced by us in connection with the Services, including but not limited to written reports, user manuals, training materials and any improvements thereto or goodwill associated therewith ("Deliverables") are retained by us or our licensors. Subject to this Agreement and for the duration of its term, we grant you a non-exclusive, nontransferable, right and license to (i) use and access the Services for internal business purposes and (ii) use, display and reproduce the Deliverables for your internal business purposes. Your Data and any work product generated as part of use of the Services shall be exclusively owned by You and shall be deemed works "made for hire." This does not apply to the Services themselves.

7.2 License to Host Your Data. You grant us a limited-term license to host, copy, transmit and display Your Data as necessary for us to provide the Services in accordance with this Agreement. Subject to the limited licenses

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.

x



so, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Services (except to the limited extent that applicable law prohibits reverse engineering restrictions); (ii) provide, lease, lend, disclose, use for timesharing or service bureau purposes, or otherwise use or allow others to use for the benefit of any third party, any Services (except as expressly and specifically authorized by us in each instance) or (iii) use the Services, including any documentation provided by us, in connection with the development of products or services that compete with the Services.

7.4 Customer Reports. You shall own right, title and interest in and to any written summaries, reports, analyses, and findings or other information or documentation prepared uniquely and exclusively for Customer in connection with the Services and as specified in the Service Stratus ip SOW (the "Customer Reports").

8. Compliance with Export Control and Anti-Corruption Laws.

8.1 Export Control Laws. You acknowledge and agree that Services may be subject to restrictions and controls imposed by the United States Export Administration Act, the regulations thereunder and similar laws in other jurisdictions. You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, you covenant that you shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Services or technology (including products derived from or based on such technology) received from us to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.

x



authorization and signed an amendment to this Agreement authorizing the transfer of Controlled Data to us.

9. General.

9.1 Arbitration. Any controversy or claim arising out of and/or relating to this Agreement, including any statutory and/or common law claims, will be resolved by arbitration through an agreed upon private Arbitrator or administered by the American Arbitration Association ("AAA") if no private Arbitrator can be agreed upon by the parties. All arbitration proceedings shall be conducted pursuant to AAA's Commercial Arbitration Rules (the "Rules"), before one neutral arbitrator domiciled in the location of the hearings and selected in accordance with the Rules. The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including, without limitation, the issuance of an injunction, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the Parties or their assets. The parties to this Agreement are choosing arbitration instead of litigation to resolve their disputes and VOLUNTARILY AND KNOWINGLY WAIVE THEIR RIGHT TO A JURY TRIAL as to all claims. Judgment upon the award rendered by the arbitrator shall be final and non-appealable. In the event of any claim, arbitration and/or civil action relative to this Agreement, the prevailing party shall be entitled to an award of his or her reasonable attorney fees and costs. The location of arbitration hearings held under this Agreement shall be in Burlington County, State of New Jersey, unless agreed to otherwise by all Parties to the arbitration.

Arbitration is an alternative to a court case. In arbitration, a third-party arbitrator solves "Disputes" in a hearing. It is less formal than a court case. It is different from court and jury trials, the hearing is private, and there is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding (called "discovery") is limited. Appeals are also limited. The arbitrator's findings are binding, and courts rarely overturn

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.



to this Agreement, Your relationship with Stratus, any contractual, common law, and/or statutory claims, and any claims related to the validity of this Agreement AND THE ARBITRABILITY OF ANY DISPUTE(S). In short, Disputes has the broadest reasonable meaning. For Disputes subject to this clause, You give up Your right to have juries decide Disputes or have courts decide Disputes. The arbitration will be conducted in the English language. Judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

9.2 Governing Law. This Agreement will be governed in all respects by the laws of the State of New Jersey exclusive of any choice of law principle that would require application of a law of a different jurisdiction, and the laws of the United States of America. The parties exclude the application of the UN Convention on the International Sale of Goods.

9.3 Notices. All notices hereunder will be given to the appropriate party and department at the address specified in the SOW or at such other address as the party will specify in writing under the terms herein. Notice will be deemed given: upon personal delivery; if sent by email or fax, upon confirmation of receipt; or if sent by certified U.S. mail, postage prepaid, three (3) days after the date of mailing.

9.4 Assignment. Except for an assignment to an Affiliate, Customer may not assign this Agreement or any rights or obligations thereunder, in whole or in part, without prior written consent of Stratus, which will not be unreasonably withheld and any non-consensual assignment or transfer shall be null and void. This Agreement and each Stratus ip SOW shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

9.5 Force Majeure. Each party acknowledges that the provision of Services might be affected by factors outside of a party's control. Neither party will be liable for any breach of this Agreement, for any delay or failure of performance resulting from any cause beyond its reasonable control, including but not limited to the weather, civil disturbances, acts of civil or

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.



serve notice to terminate this Agreement without any further liability hereunder.

9.6 Entire Agreement. This Agreement, including any Stratus ip SOW, sets forth the entire understanding and fully integrated agreement between you and us with respect to the subject matter contained therein, and supersedes all prior agreements between us with respect to the subject matter herein, including but not limited to any non-disclosure agreement. Any modification or amendment to these terms must be made in writing and executed by an authorized representative of each party. However, if Stratus ip modifies these terms or any applicable Stratus ip SOW terms during Customer's subscription Term, the modified version will take effect upon Customer's next renewal Term renewal. In addition: (a) If Stratus ip launches new products or optional features that require opt-in acceptance of new terms, those terms will apply upon Customer's acceptance or use; (b) changes to any terms will take effect immediately for all Cirrus Subscriptions; and (c) during a subscription Term, Stratus ip may update Stratus ip's Privacy Policy, General Terms of Use, and Terms of Sale from time-to-time to reflect process improvements or changing practices, and these changes will take effect thirty (30) days from the date of posting so long as they do not substantially diminish Customer's rights or create substantial additional Customer obligations during a subscription Term. Stratus ip's documentation is available online and constantly being developed and improved, and as a result, during a subscription Term Stratus ip may update the documentation to reflect best practice with the relevant Stratus ip services, provided that these changes do not substantially diminish Customer's rights or create substantial Customer obligations. In the event of any conflict between these Terms and any Stratus ip SOW these Terms will take precedence unless otherwise expressly provided. No waiver will be implied from conduct or failure to enforce or exercise rights under these Terms.

9.7 Counterparts. This Agreement and each Stratus ip SOW may be

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.

x



9.8 Severance. If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

9.9 Waiver. The waiver of a breach of any provision of this Agreement or any Stratus ip SOW will not operate or be interpreted as a waiver of any continuing or subsequent breach.

9.10 Attorney's Fees and Costs. If any action is brought with respect to this Agreement or the parties' relationship, Stratus shall be permitted to recover any attorney's fees and costs incurred with the successful prosecution or defense of any action, claim, suit, or otherwise.

9.11 References and Publicity. Customer expressly consents to Stratus's use Customer's name or logo in any marketing materials. Customer further agrees that it will not use Stratus's name or logo in any capacity without Stratus's express written consent.

EXHIBIT "A"

CIRRUS PRODUCT TERMS OF USE

Updated as of September 28, 2023

These Cirrus Product Terms of Use ("**Terms of Use**") govern your use of Cirrus's "**Cirrus Dark Web Monitoring**" and "**Cirrus Phishing**" Products, and any other Products that may be added to the Cirrus family of Products in the future (collectively referred to herein as the "**Cirrus Products**" or the "**Products**"). By purchasing or using the Cirrus Products, you (as an individual and on behalf of the organization you work for) agree to be bound by these Terms of Use and the Stratus ip General Terms and Conditions (the "**General Terms and Conditions**") into which these Terms

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.

x



If you do not agree to the Agreement, you may not register, access or use the Cirrus Products.

1. DEFINITIONS

In addition to the definitions set forth in the Stratus ip General Terms and Conditions, the following shall apply:

- a. "Cirrus Phishing Client" means the organizations and individuals on behalf of which you purchase or use the Cirrus Phishing Product, which may be an organization you work for, or an organization for which you provide Managed Services.
- b. "Client" means an individual or organization for which you use the Products and which may be: (i) an organization you work for; (ii) an organization you provide Managed Services to; (iii) or a prospect for use of the Products. Where applicable, the term Client includes personnel of the Client or other individual associated with such Client.
- c. "Dark Web" means internet content that exists on darknets, which require specific software, configurations or authorizations to access. The Dark Web allows computers to communicate anonymously without divulging identifying information.
- d. "Dark Web Clients" means the organizations and individuals on behalf of which you purchase or use Cirrus Dark Web Monitoring, and/or that are associated with Monitoring Assets that you provide for use with Cirrus Dark Web Monitoring. A Dark Web Client may be an organization that you work for, or an organization for which you provide Managed Services.
- e. "Dark Web Results" is the information that results from your use of Cirrus Dark Web Monitoring and the comparison of Monitoring Assets and information found on the Dark Web.
- f. "Domain Name Asset" means any internet domain name (such as for example "@YourName.com" or "@ClientName.com") that is owned or controlled by you or your Client as designated by you from time to time in through your use of the Cirrus Products.
- g. "Email Asset" means any email address (such as

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.



- i. "Cirrus Results" means Cirrus Phishing Results, Cirrus Dark Web Monitoring Results, and/or any other similar results from other Cirrus Products.
- j. "IP Address" means any IP address for a system, network or device which you or your Client owns, or to which you or your Client has authorized access, as designated by you from time to time through your use of the Cirrus Products.
- k. "Live Data Search" is a trial setting of Cirrus Dark Web Monitoring that allows you to encourage purchase of the Cirrus Dark Web Monitoring by providing limited Cirrus Dark Web Monitoring services and partial Dark Web Results as an example of what Cirrus Dark Web Monitoring can do. For example, the Dark Web Results on Live Data Search mode only partially reveal credentials found on the Dark Web.
- l. "Monitoring Assets" means Domain Name Assets, Email Assets, and IP Addresses, that you provide to us for use with Cirrus Dark Web Monitoring. Monitoring Assets are a form of "Content" as that term is defined in the Stratus ip General Terms and Conditions, and Stratus ip will protect the Monitoring Assets and use them in the limited manner as described in the Stratus ip General Terms and Conditions.
- m. "Supplier" means any current or prospective contractor, vendor, business partner, agent or affiliated agency of you or your Client. The term "you" or "Cirrus Client" shall include Suppliers thereof where the Cirrus Product is being used to monitor or vet such Supplier.

2. USE OF PRODUCTS

a. Right to Use. Subject to your compliance with the Agreement and the receipt by us of all fees applicable to the Cirrus Product, Stratus ip grants you a limited, revocable, non-sublicensable, non-exclusive right and license to access and use the Product during the Committed Service Term of the applicable Subscription for the number of licenses purchased in accordance with the Product Specifications.

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.

x



numbers, credit card numbers and bank account information. Dark Web Results can be used to compromise the rights of individuals and entities in a harmful manner. Dark Web Results are held in the Cirrus Dark Web Monitoring platform, but can also be downloaded in the form of reports and distributed by email depending on configuration of the Product. The presence of Dark Web Results suggests that that one or more individuals or organizations associated with the Monitoring Assets are being targeted and/or at risk of unauthorized dissemination or use of Dark Web Results.

c. Cirrus Dark Web Monitoring Live Data Search. Stratus ip may provide Cirrus Dark Web Monitoring licenses to be used in Live Data Search mode with the understanding that they will be used as a demonstration tool to encourage the purchase of full licenses to use Cirrus Dark Web Monitoring. As such, you hereby agree to use Live Data Search in this limited manner, and only with prospects. Because Live Data Search is a demonstration tool, monitoring and searching is not as thorough as when using a standard license to Cirrus Dark Web Monitoring; Live Data Search Dark Web Results do not provide full results or information.

d. Cirrus Phishing. Cirrus Phishing is a Product that allows you to: (i) create simulated phishing campaigns within your organization or those of your Client through the use of templated emails, landing pages and other useful information provided by Stratus ip and; (ii) run end-user security awareness training. Cirrus Phishing also allows you to monitor, track and report on the results of the campaigns and training; for example, information about who engaged in a phishing attempt, and the type of engagement ("Cirrus Phishing Results"). Cirrus Phishing Results will be held within the Cirrus Phishing Product platform throughout the Committed Servicee Term of the Subscription.

e. Cirrus Phishing Templates. Cirrus Phishing provides templates for emails, landing pages and other documentation ("**Templates**") that you may modify when creating simulated phishing campaigns. You are responsible for making such Template modifications in a manner that: (a)

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.

x



the property solely of Stratus ip.

3. ADDITIONAL PROVISIONS ON LIMITATIONS AND LIABILITY

In addition to the definitions set forth in the Stratus ip General Terms and Conditions, the following shall be true with respect to your use of the Cirrus Products.

a. Representations Regarding Cirrus Products. You represent and warrant the following every time you use Cirrus Products, and breach of the following may result in Stratus ip's immediate suspension of the Product, followed by termination unless the issue is cured in Stratus ip's reasonable determination:

- for Cirrus Dark Web Monitoring — you have obtained prior written permission from all Dark Web Clients (including prospects) to use the Product with respect to Client including permission to: (i) use their Monitoring Assets with the Product, and; obtain, review and provide the Dark Web Results to you;
- for Cirrus Phishing – you have obtained the written permission of the Cirrus Phishing Clients to use the Product with respect to Client including permission to: (i) conduct a simulating campaign, and; (ii) obtain, review and provide the Cirrus Phishing results to you;
- you will use Cirrus Products in a manner that is consistent with the contracts and policies of the applicable Cirrus Client, and all Applicable Laws;
- you will use Cirrus Results for the sole purpose of providing services to the applicable Cirrus Client, to benefit such Cirrus Client and not to harm any person or other entity;
- you will share Cirrus Results only with individuals and organizations that: (i) are bound by confidentiality agreements that are no less protective than the obligations set forth in the Stratus ip General Terms and Conditions; (ii) will protect the Cirrus Results as Stratus ip's Confidential Information; (iii) will use the Cirrus Results for the purpose of benefitting the applicable

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.

x



Cirrus Products with respect to such person or entity, you must immediately remove all information pertaining to such person or entity from the applicable Cirrus Product, and not use the Cirrus Product with respect to such person or entity. For example, if a person withdraws permission for you to use Cirrus Dark Web Monitoring to search the Dark Web for information about that person, you must cease use of that person's Monitoring Assets with respect to Cirrus Dark Web Monitoring.

c. Supplemental Protection. You understand and agree that the Cirrus Products are supplemental to, and are not intended to replace, any security measures that you may now have or that you may implement in the future (whether physical, technical or procedural), such as filters, virus software, firewalls, surveillance or information security programs. No security solution can be completely effective, and at no time (including post-implementation of the Product) does Stratus ip guarantee the quality, effectiveness, or efficiency of your security posture, including any policies, procedures, or operations.

d. Breach of Representations. You agree to indemnify, defend and hold Stratus ip harmless pursuant to the indemnity provisions set forth in the Stratus ip General Terms and Conditions for any claims that arise from your breach of these Product Terms of Use, including the representations herein.

Quick Links

[Home](#)
[Who We Are](#)
[Testimonials](#)
[Contact](#)
[Careers](#)

Our Services

[Bandwidth Solutions](#)
[UCaaS](#)
[Cybersecurity](#)
[CIRRUS](#)
[Advanced Voice Solutions](#)

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.





Moorestown, NJ 08057

(888) 396-1236



STRATUS ip 2024. All Rights Reserved. Website Design by MilesIT.com | [Sitemap](#) | [Privacy Policy](#)

We use cookies to improve your user experience. You can learn more about what cookies are and how we use them in our Privacy Policy. By closing this message or continuing to use this site, you consent to our use of cookies.

x

