

Security Services Agreement

Galactic and Client agree as follows:

1. **Purpose and Scope.** Client desires to outsource the vulnerability monitoring and advising of its information technology infrastructure. Galactic shall provide Client with Services, as more specifically defined in Section 2, which shall include security operations advisory, vulnerability analysis, and advisory services as need.
2. **Services:** Description of Services are outlined in Security Operations and Continuous Vulnerability Analysis Plans.
3. **Client Responsibility.** Client is required to conform to the following criteria:
 1. Allow installation of software on Client network, as necessary, allowing for performance of Services.
 2. Provide configuration and proper ownership documentation as necessary for hardware and software.
 3. Immediately alert Galactic concerning any third-party activity on Client's network or hardware, or addition by a third party of additional hardware or software to Client's systems.
4. **Service Charges.** Client agrees to pay Galactic fees in accordance with the schedule and pricing set forth in subscription.
5. **Term.** This agreement shall commence upon execution by Client for the term of one year, and shall be automatically renewed for additional terms, unless either party shall give notice of cancellation 30 days prior to the expiration of the term.
6. **Termination**
 1. **Money Back Guarantee:** Client may terminate agreement at any time within the first 90 days by written notice to Galactic.

2. Galactic may immediately terminate this agreement in the event the Client fails to perform its obligation for payment of invoices pursuant to this Agreement. In such event, Galactic shall have the right to recover for all Services performed prior to the date of termination. Client shall be liable for all costs of collection including reasonable attorney's fees incurred by Galactic to enforce its rights under this Agreement.
3. If in the event that the contract is terminated for cause by either party, Galactic shall agree to provide services in order to affect an orderly transition to another vendor selected by Client for 30 days after the agreed to termination date. Such services would not be limited to normal and customary services indicated within the framework of this agreement.
4. Effect of Termination. Upon termination of the Agreement each party shall return or destroy, at the direction of the other party, all the other party's Confidential Information in its possession.

7. Indemnities of Limitations of Liability

1. Infringement Claims. Subject to limitations set forth in Section 7c, Galactic and Client each agree to indemnify, defend and hold the other harmless against any action to the extent such action is based upon a claim the software (other than, with respect to Galactic, third-party software provided by Galactic) or Confidential Information provided by the indemnitor, or any part thereof, infringes upon the intellectual property rights of any third party.
2. Third Party Indemnification of Galactic. Client acknowledges that by entering into and performing its obligations under this Agreement and each Order, Galactic will not assume and should not be exposed to any operational risks associated with Client's business, and the Client therefore agrees, subject to Section 8c, to indemnify, defend, and hold Galactic harmless from any and all third party claims, actions, damages, liabilities, costs and expenses arising out of or related to the conduct of Client's business, including, without limitation, the use by Client of the Services.
3. Procedures. All indemnification obligations under this Section 7 shall be subject to the following requirements: (a) indemnified party shall provide indemnifying party with prompt written notice of claim; (b) indemnified party shall permit indemnifying party to assume and control the defense of any action upon the indemnifying party's written acknowledgement of the obligation to indemnify (unless in the opinion of counsel of the indemnified party, such assumption would result in material conflict of interest); and (c)

indemnifying party shall not enter into any settlement or compromise of any claim without indemnified party's prior written consent, which shall not be unreasonably withheld. In addition, indemnified party may, at its own expense, participate in its defense of any claim. In the event indemnifying party assumes the defense of such a claim, indemnifying party shall have no liability of attorney's fees and costs incurred by indemnified party.

4. **Liability.** Galactic does not accept liability beyond the remedies set forth herein. Galactic will not be liable for lost profits, loss of business or other consequential, special, indirect or punitive damages, even if advised of the possibility of such damages, or for any claim by a third party except as expressly provided herein. Client agrees that for any liability related to the purchase of products or services, Galactic is not liable or responsible for any amount of damages above the aggregate dollar amount paid per term by Client for the purchase of services under this agreement. Client acknowledges that Galactic would not enter into this agreement without these limitations on liability.

8. Confidentiality

1. **Scope of Obligation.** In connection with the Services performed under this Agreement, the parties may have access to the other party's Confidential Information. "Confidential Information" means non-public information that the disclosing party designates as being confidential or which under the circumstances surrounding disclosure ought to be treated as confidential and information received from others that the disclosing party is obligated to treat as confidential. Confidential Information includes, without limitation, information relating to the disclosing party's software or hardware products which may include source code, data files, documentation, specifications, databases, networks, system design, file layouts, toll combinations and development methods, as well as, information relating to the disclosing party's business or financial affairs, which may include business methods, marketing strategies, pricing, competitor information, product development strategies and methods, client lists and financial results. Confidential Information includes all tangible materials which contain Confidential Information whether written or printed documents, computer disks or tapes whether user or machine readable. The parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each party agrees to maintain at least the same procedures regarding Confidential Information

that it maintains with respect to its own Confidential Information, but in no event less than a reasonable standard of care. Without limiting the generality of the foregoing, neither party shall permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by the disclosing party and the receiving party shall not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. A party's Confidential Information may only be used by the other party in order to fulfill its obligations under this Agreement.

2. Exceptions. Confidential Information shall not include any information that: (a) is already known to the receiving party or its affiliates, to be free of any obligation to keep it confidential; (b) is or becomes publicly known through no wrongful act of the receiving party or its affiliates; (c) is received by the receiving party from a third party without any restriction on its confidentiality; (d) is independently developed by the receiving party or its affiliates; (e) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or (f) is approved for the release by prior written authorization of the disclosing party.
3. Residual Rights. Each party acknowledges that the other may, as a result of its receipt of or exposure to the other party's Confidential Information, increase or enhance the knowledge and experience retained in the unaided memories of its directors, employees, agents, or contractors. Notwithstanding anything to the contrary in this Agreement, each party and its directors, employees, agents or contractors may use and disclose such knowledge and experience in such party's business, so long as such use or disclosure does not involve specific Confidential Information received from the other party. The disclosing party will not have rights in such knowledge and experience acquired by the recipient party, nor rights in any business endeavors of the recipient party which may use such knowledge and experience, nor rights to compensation related to recipient party's use of such knowledge and experience.
4. Irreparable Harm. Both parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the non-disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and both parties agree that the non-disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure without the necessity of proving actual harm or posting bond.

5. **Survival of Obligation.** The terms and provisions of this Section 7 shall survive any expiration or termination of this Agreement.

9. **Ownership of work product**

1. **General.** All worldwide intellectual property rights associated with any ideas, concepts, techniques, process or other work product created by Galactic during the course of performing the Services shall belong exclusively to Galactic, and Client shall have no right or interest therein.
2. **Development Tools.** Notwithstanding anything to the contrary in this Agreement, Galactic will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in providing service offerings which are based on trade secrets or proprietary information of Galactic or are otherwise owned or licensed by Galactic. Licenses will not be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Galactic or Client to violate the proprietary rights of any third party in any software or otherwise.
3. **Further Assurances.** Galactic and Client agree to execute and deliver all instruments and documents as either party reasonably requests to evidence or effect the transactions contemplated by Section 8. The provisions of Section 8 will survive the expiration or termination of this Agreement.

10. **Right to Engage in Other Activities.** Client acknowledges and agrees that nothing in this Agreement will impair Galactic's right to perform services or acquire, license, market, distribute, develop for itself or others or have others develop for Galactic similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement.

11. **Independent Contractor.** Galactic is an independent contractor. Neither Galactic nor Client are, or shall be deemed for any purpose to be, employees or agents of the other and neither party shall have the power or authority to bind the other party to any contract or obligation.

12. **Arbitration.** Except for collection actions for payment of charges and for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any controversy or claim arising out of or relating to this Agreement or to its breach shall be settled by arbitration by a single arbitrator in accordance with Commercial Arbitration Rules of the American Arbitration Association, pursuant to an arbitration held in Tennessee, and judgment upon the

award rendered by the arbitrator may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the other party its attorney's fees and costs incurred in connection with any action, proceeding or arbitration hereunder.

13. **Assignment.** Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this Agreement to an entity who acquires substantially all of the stock or assets of such party; provided that consent will be required in the event that the non-assigning party reasonably determines that the assignee will not have sufficient capital or assets to perform its obligations hereunder. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without reference to conflict of laws principles. Client irrevocably consents to the jurisdiction in courts of the State of Tennessee and U.S. District Court in Nashville, Tennessee.
15. **Service of Notice.** Service of all notices under this Agreement shall be sufficient if made by registered mail to the specific party involved herein at its respective address noted in the preamble to this Agreement.
16. **Entire Agreement and Modifications.** Each party acknowledges it has read the Agreement and further agrees the Agreement is the complete and exclusive statement of the parties and supersedes and merges all prior proposals, understandings, and agreements, oral or written, between the parties relating to the subject matter hereof, including, without limitation, the terms of any Client request for proposal. No modification, amendment, supplement or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.
17. **Severability.** In the event any one or more of the provisions of this Agreement or of any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.
18. **Force Majeure.** Galactic shall not be responsible for failure to perform under this Agreement when its failure results from any of the following causes: Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption, loss of an IP address or other disruption to Internet connection, or any cause beyond its reasonable control.

19. **Agreement Headings and Numbering.** Paragraph headings and numbers used in this Agreement are included for convenience of reference only, and, if there is any conflict between any such numbers and headings, and the text of the Agreement, the text shall control.
20. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be considered and original, but all of which together shall constitute one and the same instrument.