**Resale of Cyber Security Services Addendum**

This Cyber Security Services Addendum (this “**Cyber SSA**”) is entered into between BAYCOM Solutions Connectivity, Inc., with offices at 2040 Radisson Street, Green Bay, Wisconsin 54302 (“**BAYCOM**”) and the entity set forth in the signature block below or in the Agreement (“**Customer**”), and will be subject to, and governed by, the terms of the Subscription Software Addendum t(“SSA”) entered into between the Parties, effective as of \_\_\_\_\_\_\_\_\_ (the “**Agreement**”). Capitalized terms used in this CYBER SSA, but not defined herein, will have the meanings set forth in the Agreement.

1. **Addendum**. This Cyber SSA governs Customer’s purchase of cyber security services, including professional services and managed security or subscription services or software and any related software, products, items or devices to be provided by BAYCOM to Customer solely for the purpose of reselling such Services to Customer’s End Users, as defined in the Agreement (“Cyber Security Services” or “Services”), the nature and scope of which are more fully described in an Ordering Document and will form part of the Parties’ Agreement.Additional Addenda or other terms and conditions may apply to certain related products, software or services, where such terms are provided or presented to Customer. For purposes of this Addendum, “Ordering Documents” shall be meant to include solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Services to be purchased by Customer and provided by BAYCOM and additional rights and obligations of the Parties.

**2. Cyber Security Services.**

2.1 Inherent Limitations on Scope of Services. Because of the evolving, often malicious and often highly sophisticated nature of cyber security threats, as well as the evolving complexity and customization inherent in many customer computer system environments, among other things, the protections offered by Cyber Security Services are necessarily limited. BAYCOM does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns. BAYCOM does not guarantee that any recommendations it makes will be successful.

2.2 BAYCOM may modify Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Services, if any, may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any subscription Services may be subject to additional fees.

2.3 Delivery. During the applicable Term (as defined below), BAYCOM will provide to Customer’s End Users the Cyber Security Services set forth in an Ordering Document, in accordance with the terms of the Agreement. BAYCOM will provide End Users advance notice (which may be provided electronically) of any planned downtime of subscription Services. Delivery of subscription Services will occur upon Customer’s receipt of credentials required for access to the subscription Services or upon BAYCOM otherwise providing access to the subscription Services platform. If agreed upon in an Ordering Document, BAYCOM will also provide services related to such subscription Services.

2.4 User Credentials. If applicable, BAYCOM will provide Customer’s End Users with administrative user credentials for the subscription Services, and both Customer and its End Users will ensure such administrative user credentials are accessed and used only by End User’s employees with training on their proper use. Customer and its End Users will protect, and will cause End User’s Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. “Authorized Users” are Customer’s End Users, and the employees and full-time contractors of such End Users engaged for the purpose of supporting the products and Services that are not competitors of BAYCOM or its affiliates, and the entities (if any) specified in an Ordering Document or otherwise approved by BAYCOM in writing (email from an authorized BAYCOM signatory accepted), which may include affiliates or other End User agencies. Customer will be liable for any use of the subscription Services by its End Users or others through such user credential (including through any administrative user credentials), including any changes made to the subscription Services or issues or user impact arising therefrom. To the extent BAYCOM provides Services to Customer’s End Users in order to help resolve issues resulting from changes made to the subscription Services through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the Agreement.

2.5 Beta Services. If BAYCOM makes any beta version of a software application (“**Beta Service**”) available to Customer’s End Users, Customer, on behalf of its End Users, may choose to use such Beta Service at its End Users own discretion, provided, however, that Customer’s End Users will use the Beta Service solely for purposes of End User’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from BAYCOM. BAYCOM will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and BAYCOM may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

2.6 End User Terms. Customer agrees to flow down and procure acceptance of the terms and conditions contained within this section. Failure to provide these terms and conditions in their entirety to End User and to procure acceptance will be considered a breach of this Addendum. Customer further agrees to indemnify and hold harmless BAYCOM for any damages or liabilities related to or flowing from Customer’s failure to flow down the terms delineated within this section or successful procurement of End User’s acceptance to the terms. Customer further agrees to indemnify and hold harmless BAYCOM for any damages or liabilities related to or flowing from Customer’s failure to flow down the terms of this section to End User or successful procurement of End User’s acceptance to the same terms. The specific terms are as follows:

2.6.1 Customer will flow down and procure acceptance of the End User Agreement, as may be amended from time to time by BAYCOM. The current version of the End User Agreement is provided at https://BAYCOMsolutions.com/software-end-user-agreement.

2.6.2 Cyber Security Services often require active customer engagement. In addition to items or actions that may be set out in an applicable Ordering Document, Customer will require its End Users to assist, provide or perform items or actions as reasonably requested by BAYCOM in the course of performance and necessary to ensure timely and efficient performance of the Services. Customer will ensure that information Customer and its End Users provide to BAYCOM in connection with receipt of Services is accurate and complete in all material respects.

2.6.3 Customer and its End Users will make timely decisions and obtain any required management approvals that are reasonably necessary for BAYCOM to provide the products and Services and perform its other duties under any applicable ordering document and this Addendum. Unless an applicable ordering document states otherwise, BAYCOM may rely upon and is not required to evaluate, confirm, reject, modify or provide advice concerning any assumptions or End User information, decisions, or approvals. Cyber Security Services and Deliverables are limited by, among other things: nature of the security threats, the accuracy and completeness of information provided to BAYCOM; the level of effort utilized; and subjective judgments relating to relative risk and mitigation priorities which are inherent in any such services and may or may not be correct.

2.6.4 Customer and its End Users shall take any actions necessary to mitigate risk to the End User’s operations and protect and preserve its computer systems, data environment, networks and End User Data, including creation of operational workarounds, backups and redundancies. Customer and its End Users shall inform BAYCOM in advance to the extent adequate backups and redundancies are not possible for certain elements of its systems or data. Customer and its End Users acknowledge and agree that Services may impact, disrupt or damage information systems, data environments, data or End User Data. BAYCOM disclaims responsibility for costs in connection with any such disruptions of and/or damage to End User’s or a third party’s information systems, equipment, voice transmissions, data and End User Data, including, but not limited to, denial of access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service

2.6.5 Inherent Limitations on Scope of Services. Because of the evolving, often malicious and often highly sophisticated nature of cyber security threats, as well as the evolving complexity and customization inherent in many customer computer system environments, among other things, the protections offered by Cyber Security Services are necessarily limited. BAYCOM does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns. BAYCOM does not guarantee that any recommendations it makes will be successful.

**3. Subscription Cyber Security Services License and Restrictions.**

3.1 Subscription Cyber Security Services License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement, BAYCOM hereby grants Customer the right to resell to its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the subscription Services identified in an Ordering Document, if any, and the associated Documentation, solely for End User’s internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer’s End Users may access, and use the subscription Services only in End User’s owned or controlled facilities, including any authorized mobile sites; provided, however, that, if applicable, Authorized Users using authorized mobile or handheld devices may also log into and access the subscription Services remotely from any location. No custom development work will be performed under this CYBER SSA.

3.2 End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Services are governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Services. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3 Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Services) in connection with their use of the Services. Customer will not, and will not allow others including the Authorized Users, to make the Services available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Services or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Services or software used to provide the Services with other software; copy, reproduce, distribute, lend, or lease the Services or Documentation for or to any third party; take any action that would cause the Services, software used to provide the Services, or Documentation to be placed in the public domain; use the Services to compete with BAYCOM; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Services to store or transmit malicious code; or attempt to gain unauthorized access to the Services or its related systems or networks.

**4. Term.**

4.1 Term. The term of this CYBER SSA will commence upon the either (a) the Effective Date of the Agreement, if this CYBER SSA is attached to the Agreement as of such Effective Date, or (b) the CYBER SSA Date set forth on the signature page below, if this CYBER SSA is executed after the Agreement Effective Date. Unless earlier terminated in accordance with the terms of the Agreement, the term of this CYBER SSA will continue until the later of (a) the expiration or termination of all Subscription Terms, or (b) the last applicable Service Completion Date under this CYBER SSA.

4.2 Order Periods. Non-recurring or non-subscription Services described in an Ordering Document will be deemed complete upon BAYCOM’s performance of all Services listed in such Ordering Document (“**Service Completion Date**”). The duration of Customer’s subscription to its initial order of subscription Services, if any, will commence upon delivery of such subscription Services and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the “**Initial Subscription Period**”). Following the Initial Subscription Period, Customer’s subscription to the subscription Services will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other Party of its intent not to renew at least sixty (60) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”.) BAYCOM may increase fees prior to any Renewal Subscription Year. In such case, BAYCOM will notify Customer of such proposed increase no later than sixty (60) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional subscription Services under this CYBER SSA during an in-process Subscription Term, the subscription for each new subscription Service will (a) commence upon delivery of such subscription Service, and continue until the conclusion of Customer’s then-current Subscription Term (a “**Partial Subscription Year**”), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least sixty (60) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all subscription Services hereunder will be synchronized.

4.3 Termination. BAYCOM may terminate this Cyber SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Cyber Services License and Restrictions** of this CYBER SSA, or any other provision related to Services license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer’s resale or its End Users’ use of the Services poses, or may pose, a security or other risk or adverse impact to any Services, BAYCOM, BAYCOM’s systems, or any third party (including other BAYCOM customers). Customer acknowledges that BAYCOM made a considerable investment of resources in the development, marketing, and distribution of the Services and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to BAYCOM for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, BAYCOM will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4 Wind Down of Subscription Cyber Services. In addition to the termination rights in the Agreement, BAYCOM may terminate any Ordering Document and Subscription Term, in whole or in part, in the event BAYCOM plans to cease offering the applicable subscription Services to customers.

**5. Payment.**

5.1 Payment. Unless otherwise agreed, an Ordering Document shall set out an agreed upon price and/or fee schedule applicable to the Services ordered. The parties acknowledge that pricing is dependent on the full term or subscription periods specified in any such Ordering Document. Unless otherwise provided in an Ordering Document, Customer will prepay an annual subscription Fee set forth in an Ordering Document for each subscription Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for subscription Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. BAYCOM will have the right to suspend the Services if Customer fails to make any payments when due.

5.2 Customer Data. For avoidance of doubt, so long as not specifically identifying the Customer, “End User Data” and “Customer Data,” as defined in the Agreement, shall not include, and BAYCOM shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services.

5.3 License True-Up. If applicable, BAYCOM will have the right to conduct an audit of total user licenses credentialed by Customer for its End Users for any subscription Services during a Subscription Term, and Customer and its End User’s will cooperate with such audit. If BAYCOM determines that Customer’s usage of the subscription Services during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, BAYCOM may invoice Customer for the additional licenses used by Customer’s End Users, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

5.4 Future Regulatory Requirements. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

**6. Liability.**

6.1 ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, BAYCOM WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER’S, CUSTOMER’S END USERS OR THIRD PARTIES’ SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2 Voluntary Remedies. BAYCOM is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the Agreement or **Section 6.1 – Additional Exclusions** above, but if BAYCOM agrees to provide Services to help resolve such issues, Customer will reimburse BAYCOM for its reasonable time and expenses, including by paying BAYCOM any Fees set forth in an Ordering Document for such Services, if applicable.

**6.3 BAYCOM as a Controller or Joint Controller.** In all instances where BAYCOM acts as a controller of data, it will comply with the applicable provisions of the BAYCOM Privacy Statement at [https://www.BAYCOMsolutions.com/en\_us/about/privacy-policy.html#privacystatement](https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement), as may be updated from time to time.  BAYCOM holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the BAYCOM Privacy Statement. In instances where BAYCOM is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

**6.5 Survival.** The following provisions will survive the expiration or termination of this CYBER SSA for any reason: **Section 4 – Term**; **Section 5 – Payment**; **Section 6.1** **– Additional Exclusions**; **Section 6.5** **– Survival; Section 8.2 – Direct Damages**.

**8.2** **DIRECT DAMAGES**. For avoidance of doubt, direct damages based on the services provided under this Cyber SSA are limited to the fees, or the portion of fees, relating only to the Cyber Security Services under this Cyber SSA, even if such Services are offered or bundled with other BAYCOM services.

The Parties hereby enter into this SSA as of [\_\_\_\_\_\_\_\_\_] (the “**CYBER SSA Date**”).[[1]](#footnote-1)

**BAYCOM Solutions Connectivity, Inc. Customer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. NTD: Signature blocks can be removed if this Cyber SSA is attached to the Agreement when the Agreement is executed. [↑](#footnote-ref-1)