

# Domain Security-as-a-Service Agreement

## 1. **PARTIES**

Domain Computer Services, Inc. for good and valid consideration agrees with you (hereinafter called "Customer") to furnish certain computer network related security services known as Security-as-a-Service (SECaaS) as provided in this Agreement.

## 2. **INTRODUCTION**

WHEREAS, Domain Computer Services, Inc. is in the business of managing computer and network systems;

WHEREAS, Customer desires that Domain Computer Services, Inc. manage and support, for the particular use of the Customer, a Firewall and associated network software and security solutions to be used by the Customer.

NOW, THEREFORE, in view of the covenants herein contained and the agreements hereunder taken, the parties hereto agree to as follows:

## 3. **PAYMENT**

- a. **Initial Install Fee.** There is a one-time setup fee to install and start services. See your approved quote for details.
- b. **Set Monthly Fee.** Payments shall be made based on a set monthly fee as described in your approved quote. Invoices shall be processed and mailed on or about the 15th of each month by Domain Computer Services, Inc. for the following month's service. Payment for services rendered shall be paid and delivered upon receiving said invoices by Customer.
- c. **Travel.** After initial install all support will be provided remotely. If onsite support is requested or required, travel expenses and travel time will be charged to Customer outside of Monthly Fee.
- d. **Interest.** All payments are due within fifteen days of the date of invoice. Any payment not made in a timely manner shall bear interest at the rate of one and one-half (1.5%) percent per month or fraction thereof, from the date of delinquency until the date of payment.
- e. **Sales and Use Taxes.** Customer is responsible for the payment of any state or local, sales or use, or similar fees or taxes arising as a result of the sale of tangible personal property, the provision of services, or both by Domain Computer Services, Inc. to Customer under this Agreement. Domain Computer Services, Inc. may invoice Customer for such fees or taxes and Customer shall promptly remit such fees or taxes to Domain Computer Services, Inc., as the collection agent, upon invoice. The failure of Domain Computer Services, Inc. to invoice Customer for such fees or taxes and shall not relieve Customer from the responsibility for the payment of such fees and taxes. Customer agrees to provide to Domain Computer Services, Inc. proof of Customer's payment of any such fees or taxes upon request.

## 4. **Security-as-a-Service (SECaaS) – included services**

The SECaaS solution consists of the following components:

- a. A Next Generation Hardware firewall leased to Customer for a minimum duration of no less than 2 years.
- b. Software licenses for mandatory security services running on the Next Generation Hardware Firewall.
- c. Unlimited remote support – For "Fully Managed" Firewalls packages only. "Basic Alerting" and "Monitoring and Reporting" Firewall packages do NOT include unlimited support and support will be billed hourly.
- d. Monthly Activity and Performance Reports – For "Fully Managed" and "Monitoring and Reporting" Firewall Packages only. "Basic Alerting" packages do not receive monthly reports.
- e. 24/7 Real Time Threat and Performance Monitoring Alerts – For "Fully Managed" and "Monitoring and Reporting" Firewall Packages only. "Basic Alerting" packages do not receive Threat and Performance Alerts
- f. 24/7 Real Time Best Practice Violation Alerts – For "Fully Managed" and "Monitoring and Reporting" Firewall Packages only. "Basic Alerting" packages do not receive Best Practice Violation Alerts.
- g. 24/7 Basic System Alerts – notifications of ISP outages and/or hardware failure.

## 5. **RESPONSE TIMES AND SERVICE LEVEL AGREEMENT**

All support requests should be made to the support line at 888-330-8808 Option 5 or via email to [support@go-domain.com](mailto:support@go-domain.com) during Coverage Hours. All support requests made via any other source or at any other times will not be covered under this Service Level Agreement. Domain Computer Services, Inc. wishes to keep Customer's SECaaS system in peak performance. Therefore Domain Computer Services, Inc. will guarantee that at least 95% of the time it will be able to respond to customer problem tickets in the following manner:

- a. Firewall System Down Ticket or suspected Security Breach Incident: Respond within 1 hour
- b. Non-System Down Ticket or any other Incident: Respond within 2 hours

## **6. CUSTOMER COOPERATION**

Customer shall provide reasonable access to its premises and hardware installations to enable Domain Computer Services, Inc. the opportunity to maintain the SECaaS System. Customer acknowledges that since the network equipment is in their physical control they must hold all responsibility for their care and well-being. This means protecting them from abuse when possible and securing them from improper access or other physical threats. Proper power and environmental conditions are also the responsibility of the Customer in ensuring the well-being of the SECaaS System. Property insurance covering the hardware firewall is recommended for the full replacement value of the equipment. A High-speed business grade Internet Access with 1 or more static IP addresses is also mandatory for all Customer locations for which support is requested. When support is provided remotely or via telephone, the Customer must cooperate by following all directions that they are provided from the support representative. Customer also agrees to assign one employee to be Liaison or contact person to Domain Computer Services, Inc. in order to make communications between both parties effective.

Customer will not attempt to hire Domain Computer Services, Inc.'s employees or contractors directly as its own staff or refer to any 3rd party for employment. If Domain Computer Services, Inc. staff are employed or utilized in any capacity by Customer outside this agreement the damages due to Domain Computer Services, Inc. from Customer will be equivalent to two year's annual compensation for the Employee. Additional penalties and damages from Employee to Domain Computer Services, Inc. may also be due.

## **7. CONFIDENTIALITY**

- a. Domain Computer Services, Inc. agrees to keep in confidence and not disclose to others any sensitive or confidential material of Customer, its' marketing strategies or other trade secrets.
- b. Customer agrees to limit access to the SECaaS System to those employees or consultants who require such access in order to use the SECaaS System in furtherance of the Customer's business.
- c. Customer and Domain Computer Services, Inc. shall take all reasonable precautions to maintain the confidentiality of the Technology System, but not less than that employed to protect its' own proprietary information.
- d. Customer may not provide Administrator network access or passwords to any users or 3<sup>rd</sup> parties without first receiving written permission from Domain Computer Services, Inc. Violation of this policy will release Domain Computer Services, Inc. from any responsibility for the network or repair of damage under the scope of this contract.

## **8. MAINTENANCE**

Domain Computer Services, Inc. agrees to provide labor for maintenance services to attempt to correct any error reported by Customer and determined by Domain Computer Services, Inc., in its' sole discretion, to be in the SECaaS System for the term of this Agreement. Such services shall be provided in the most expeditious manner possible and at no additional cost to the Customer if provided remotely. Onsite maintenance will require Customer payment for travel time and expenses.

## **9. WARRANTIES AND DISCLAIMERS**

DOMAIN COMPUTER SERVICES, INC. MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED ON ITS' OWN REGARDING THE FUNCTIONALITY, RELIABILITY OR QUALITY OF HARDWARE, SOFTWARE OR SERVICES, BUT INSTEAD RELIES ON THE WARRANTIES PROVIDED BY THE MANUFACTURER OF EACH PRODUCT.

ALL HARDWARE COVERED UNDER THIS SECAAS PLAN MUST BE COVERED UNDER A FULL MANUFACTURER'S ONSITE WARRANTY OR MAINTENANCE PLAN FOR THE ENTIRE DURATION OF THE SERVICES CONTRACT. ALL SOFTWARE MUST BE THE MOST CURRENT VERSION OR WITHIN ONE RELEASE OF THE MOST CURRENT AVAILABLE BY THE MANUFACTURER. ALL SOFTWARE MUST BE COVERED BY A SEPARATE MAINTENANCE OR SUPPORT AGREEMENT THAT MUST BE MADE ACCESSIBLE TO OUR SUPPORT TECHS FOR ASSISTANCE IF NECESSARY.

## **10. LIMITATION OF LIABILITY AND REMEDIES**

UNDER NO CIRCUMSTANCES SHALL DOMAIN COMPUTER SERVICES, INC. BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR LOSS RESULTING FROM BUSINESS DISRUPTION DUE TO ANY REASON, EVEN IF DOMAIN COMPUTER SERVICES, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RISK OF DATA LOSS, BUSINESS INTERRUPTION OR LOSS REMAINS WITH CUSTOMER. THE MAXIMUM DAMAGES DUE ARE LIMITED TO THE FEE PAID FOR SERVICES IN THE PREVIOUS 3 MONTHS.

THE STATED WARRANTIES AND THE COMMITMENTS SET FORTH HEREIN ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF DOMAIN COMPUTER SERVICES, INC. FOR DAMAGES OR OTHER RELIEF, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT IN ANY WAY ARISE OUT OF OR IN CONNECTION WITH THE USE AND/OR THE PERFORMANCE OF ANY SOFTWARE, HARDWARE OR SERVICE.

## **11. DEFAULTS AND TERMINATION**

### **a. Capital Events of Default**

1. Domain Computer Services, Inc. shall be in default under this Agreement if any of the following occur:
  - (a) Domain Computer Services, Inc. becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects the affairs or property of Domain Computer Services, Inc.;
  - (b) Domain Computer Services, Inc. is the subject of a petition or involuntary bankruptcy and such petition is not removed within ninety (90) days;
  - (c) Domain Computer Services, Inc. fails to materially perform or comply with the terms and conditions of this Agreement.
2. Customer shall be in default under this Agreement if any of the following occurs:
  - (a) Customer fails to make payment of any undisputed invoice within thirty (30) calendar days after it is rendered;
  - (b) Customer fails to materially perform or comply with the terms and conditions of the Agreement.

b. The initial term of this Agreement will be for **two years** following the contract coverage start date of this Agreement per your approved quote. This Agreement shall renew for additional one-month periods unless either party gives written notice of non-renewal in the last month of the term. Early termination will require immediate payment of remaining monthly fees due for term of agreement.

c. **Termination Notice.** The party not in default may terminate this Agreement by written notice to the other party if the other party has failed to cure a material default under this Agreement within thirty (30) days after receiving written notice specifically stating forth such default. Upon termination, the terminating party shall have all rights under the Uniform Commercial Code or otherwise, whether at law or in equity, that may be available to it. The election of one remedy shall not exclude the election of another.

d. Return of hardware equipment – all hardware must be returned to Domain Computer Services upon termination or expiration of agreement in like-new condition including all original accessories and power supplies. Damaged or non-working equipment will be charged the full replacement value to the Customer. Return equipment may be dropped off at any Domain Computer Services office location or shipped, prepaid and insured to a Domain office location. Monthly Fee will be due until date of confirmed receipt or delivery. Partial months will be billed a prorated amount until delivery is confirmed.

## **12. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

## **13. ASSIGNMENTS**

Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by either party, except to any corporation controlled by or under common control with the assigning party, or in connection with the acquisition of, or the sale of substantially all of, the assets of the business to which this Agreement pertains.

## **14. SEVERABILITY**

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## **15. FORCE MAJEURE**

Domain Computer Services, Inc. shall not be in default under this Agreement because of any failure to perform in accordance with its" terms and conditions if such failure arises from causes beyond its" control, including, but not restricted to, acts of God, acts of government, fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers, or any and all causes beyond control of Domain Computer Services, Inc.

## **16. MODIFICATIONS**

This Agreement can only be modified by a written Agreement duly signed by authorized representatives of Domain Computer Services, Inc. and Customer, and variances from or in addition to the terms and conditions of this Agreement in any order or other writing from the Customer will be of no effect. Moreover, in order to avoid uncertainty, ambiguity and misunderstandings in their relationships, Domain Computer Services, Inc. and Customer covenanted and agreed not to enter into any oral agreement or understanding inconsistent or in conflict with this Agreement; and Domain Computer Services, Inc. and Customer further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null, void and without effect.

#### **17. NOTICES**

Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to who directed at the address of such party stated below for Domain Computer Services, Inc. & for the Customer will be per the approved quote.

Domain Computer Services, Inc.  
1 Corporate Drive  
Cranbury, NJ 08512

#### **18. VENUES AND JURISDICTION**

Customer hereby (i) agrees that any litigation, action or proceeding arising out of or relating to this Agreement be instituted in a state or federal court in the city and state of New Brunswick, New Jersey (ii) waives any objection which it might have now or hereafter to venue of any such litigation, action or proceeding, (iii) irrevocably submits' to the jurisdiction of any court in such litigation, action or proceeding, and (iv) hereby waives any claim or defense to inconvenient form.

#### **19. COUNTERPARTS**

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same original.

#### **20. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior contemporaneous written or oral agreements and representations between the parties with respect thereto. This Agreement shall not be deemed to extinguish or mitigate any payments, which are owed to Domain Computer Services, Inc. by Customer pursuant to the terms of any previous or other existing agreements between Domain Computer Services, Inc. and Customer. Customer acknowledges that it has read this Agreement, understands it and agrees to be bound by its' terms and conditions.

#### **21. COLLECTION**

If it is necessary for Domain Computer Services, Inc. to employ attorneys for the collection of amounts payable hereunder, all costs and expenses incident to such collection, including without limitation, reasonable fees of such attorneys, shall be added to the amount payable hereunder and be collected as a part thereof.

#### **22. CAPTIONS AND HEADINGS**

The captions and headings are inserted in this Agreement for convenience only, and in no event be deemed to define, limit or describe the scope or intent of this Agreement, or of any provision hereof, nor in any way affect the interpretation of this Agreement.

#### **23. EXECUTION**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this day per the approved quote.