



Sales Order

SUBMITTED BY:	Matthew Vickers
ORDER #:	00004261
ORDER DATE:	06/29/2026

Titan HQ

Mazars Place,
Salthill,
Galway,
H91YFC2
Ireland

USA +1 813 519 5498
Ireland +353 91 545 500
UK +44 1189515200

COMPANY NAME:

City of Murrieta

Diane Kohanyi

BILLING CONTACT:

PRODUCT DESCRIPTION	ORDER TYPE	USERS	SUBSCRIPTION	TOTAL
SpamTitan Plus Cloud	Renewal	750	36 Month	\$11,793.60
Total:				\$35,380.80
Invoicing Date:				8/31/2026

BILLING TERMS

Initial Term: []

The contract may renew upon written agreement of both parties. If reselling services, the Client will provide Reseller Certificate for tax purposes, for all states where the services will be deployed.

BILLING NOTES

Currency: USD (\$)
Payment Schedule: Yearly
Payment Terms: 0 Days
Collection Method: Remittance

Contract Recipient (Client)

Name: _____

Title: _____

Signature: _____

CyberSentry Approver

Name: _____

Title: _____

Signature: _____

www.cybersentry.com

Sales order will not be effective until signed by both Parties

Cloud Services Agreement



Terms of Service

"Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with the applicable entity.

"Agreement" means, collectively, this Master Subscription & Cloud Services Agreement ("MSA"), including any Statements of Work ("SOW"), Order Forms and policies incorporated by reference and any terms and conditions hyperlinked to or otherwise referenced within such documents.

"CyberSentry" means [tick as applicable]:

- ☐ UK: Redstor Limited (company number 03556110, of St James Wharf, 99-105 Kings Road, Reading, Berkshire, England, RG1 3DD)
- ☐ Ireland: Copperfasten Technologies Limited (company number 263031, of First Floor, Mazars Place, Salthill, Galway, H91YFC2, Ireland)
- ☐ South Africa: Redstor Africa (PTY) Ltd (company number 1999/024156/07, of 57 Sloane St, Bryanston, Johannesburg, 2021, South Africa).

"Client" ("you", "your") means the entity identified on this Order Form that purchases or trials the Services.

"Content" means any information transmitted, received and/or stored through any Service which belongs to the Client.

"Losses" means, collectively, any damages, legal fees, defence costs and other losses.

"Party" means each of CyberSentry and the Client (and **"the Parties"** shall mean both of them collectively).

"Service" means the software-as-a-service provided by CyberSentry, including but not limited to cloud backup, EntraID backup, email security, web filtering, archiving, security-awareness training, support and any related services provided by Company, as further described in applicable Order forms and SOWs.

CyberSentry agrees to provide a non-exclusive, non-transferable right to access and use the services as advertised on the company web site www.cybersentry.com (the **"Service"**) and Client agrees to receive the Service and access to the Service, on behalf of itself and its Users, according to the following terms and conditions:

1. The commercial terms and service specifications as set out in the Statements of Work scheduled hereto apply depending on which service you are availing of: the CyberSentry Platform services, PhishTitan Service, WebTitan Service, SpamTitan Service, ArcTitan Service, EncryptTitan Service, M365 Backup Service, Entra ID and/or the SafeTitan Service.
2. The Service will be used for legitimate business use only and be used in a manner which is consistent with the way in which it is intended to be used and in a way that is compliant with all applicable laws. CyberSentry reserves the right to suspend or terminate service for the Clients (and / or its Users) failure to comply with these requirements.

The intellectual property rights in the Service, together with any underlying software, are and shall remain the exclusive property of CyberSentry or that of its licensors. The Client agrees not to take any action inconsistent with CyberSentry's intellectual property rights. Title to the Services, underlying software and all related IP rights remain with CyberSentry and its licensors. This Agreement is not an agreement of sale, and this Agreement does not transfer any title, intellectual property rights or ownership rights to the CyberSentry products or services.

3. CyberSentry will, itself or through one or more its vendors, subcontractors, other service providers (each a CyberSentry **"Partner"**) or its Affiliates provide the Service to Client in exchange for payment of fees and compliance with the terms and conditions of this Agreement. Service payments will be submitted in accordance with the billing procedures and the rates agreed between CyberSentry and Client. Client certifies that Client has read, is aware of, and understands the rates and fees for usage of the Service as agreed between CyberSentry and Client. Fees are invoiced annually in advance unless stated otherwise. All Fees are exclusive of taxes, which will be invoiced as required by law. Client shall pay undisputed invoices within 30 days of invoice date. Late payments accrue interest at 4 % per month or the maximum lawful rate, whichever is lower.
4. CyberSentry guarantees to deliver the Service at the agreed price contained in the Statement of Work, given that payment from the Client has been made in full and according to the agreed payment terms. Cybersentry also reserves the right, in its sole discretion, to suspend or deactivate the Service to Clients if the agreed payment terms are not being met. Cybersentry reserves the right to charge for additional seats or usage at the pricing agreed in the Statement of Work should the Client exceed the initial order's user count.
5. Failure to comply with sections 2 and 5 of these terms of use may result in immediate suspension or termination of the Service without notice. Cybersentry reserves the right to cancel the Service, with NO refunds, if it determines, in its sole discretion, that a user or group of users is in breach of sections 2 & 5 of these Terms.
6. Cybersentry uses a third party to host application servers and to provide communication services. Cybersentry will use all reasonable endeavors to ensure the third party undertakes to provide its services at or above industry standards. Accordingly, Cybersentry does not warrant that the Service will be uninterrupted or error-free. Cybersentry also does not warrant or guarantee that any computer or other device will be compatible with or function with the Service, nor do we warrant or accept any liability for the operation of the Client's equipment that is used to access the Service. Any reliance by Client upon the Service including any action taken by Client because of such use or reliance is at the sole risk of the Client. As a result, the Client agrees that Cybersentry shall not be liable to the Client for any claims,



damages, or loss of profit that may be suffered by the Client or any other entity in any respect for direct, indirect, consequential, actual, or punitive damages arising out of or in relation to the Service provided herein, including, but not limited to, losses or damages resulting from the loss of data as the result of delays, non-deliveries, or service interruptions. If Cybersentry cannot repair or replace the Service, Cybersentry may either provide a credit note for the non-performing period or refund the list price of the Service. In no event shall Cybersentry's liability for actual damages from any cause whatsoever, and regardless of the form of action, exceed the amount of the purchase price paid for the Service in the twelve months preceding the event giving rise to the claim; other than for limitations of liability (such as for death or personal injury) which may not be excluded by applicable law.

7. REPRESENTATIONS & WARRANTIES: Each Party represents and warrants that it is a bona fide business, has the power and authority to enter in to and perform its obligations under this Agreement, and is not relying upon any statements, commitments, representations, or warranties other than those expressly set out in this Agreement.
8. Client represents and warrants that its orders or purchases are not contingent on the delivery of any future functionality or feature. Except for the warranties expressly provided by Cybersentry in this Agreement, to the maximum extent permitted under applicable law, Cybersentry makes no warranties and disclaims all warranties in relation to the Services, and/or this Agreement, whether expressed or implied, including, but not limited to, any implied warranties of title, merchantability, fitness for a particular purpose (including providing any complete protection against security threats), performance, system integration, data accuracy or non-infringement. This disclaimer of warranty constitutes an essential part of this Agreement, and no use of the Service is allowed except under this disclaimer.
9. Provision of the Service does not require access to, or use of information being transmitted by Client or Client Customers other than machine-read, electronic methods. Information obtained is done so solely for the purpose of monitoring and ensuring the availability and optimisation of the Service.
10. Cybersentry will maintain security safeguards designed to protect the integrity of the Service and to protect the Service and its Users from unauthorized or unlawful access, use, alteration, or disclosure. These security safeguards will be equivalent to the accepted security standards in the IT industry for similar hosted services.
11. Client shall (i) defend Cybersentry, its Affiliates, and their personnel (collectively, the "**Cybersentry Parties**") from and against any action, claim, demand, suit, investigation, inquiry, or proceeding (each a "**Claim**") threatened or brought against any of them by any third party that arises out of or results from (a) Client's Content; or (b) any actual or alleged breach of the Agreement by Client; or (c) the Client's combination, operation, or use of the Service with any non-Cybersentry product, device, service, or software; or (d) the alteration or modification of the Service other than by Cybersentry or its authorized subcontractors; or (e) the Client's use of the Service other than in accordance with Cybersentry's instructions, and shall indemnify and hold harmless the Cybersentry Parties against any Losses incurred by any of them in connection with any such Claim.
12. An indemnified Party shall: (a) provide the indemnifying Party prompt notice upon becoming aware of such a Claim, (b) permit the indemnifying Party to have sole and exclusive control over the defence and settlement of any such Claim, if it elects, and (c) provide reasonable assistance to the indemnifying Party in connection therewith; provided, the indemnifying Party shall not enter into any settlement agreement that would result in any payment or other obligation, or restriction on the business of, the indemnified party without its prior written consent.
13. The Client's use of the Service constitutes acceptance of this Agreement irrespective of whether it is formally executed completely or properly by the parties to it.
14. CHANGES TO THESE TERMS OF SERVICE: Cybersentry may not change these Terms of Service in any manner that would materially reduce the Client's rights or benefits, or materially increase the Client's obligations or liability, except where Cybersentry provides the Client with at least thirty (30) days' notice of such change. Where Client objects (via written notice to Cybersentry) to such change before the end of the notice period, such change shall not take effect during the then current Initial Term or Renewal Term (as applicable) but shall take effect if and when the Agreement renews (i.e., on the first day of this Agreement's Renewal Term, if any). Where the Client fails to object to such a change, such change shall take effect at the end of the notice period. Cybersentry may make other changes to these Terms (including without limitation adding new territory-specific terms relating to a new country or region) by posting the changes to www.cybersentry.com. The changes shall be effective on posting.
15. TERM: This Agreement shall commence on the date of signature and shall remain in full force and effect for the agreed term.
16. CLIENT AND PERSONAL DATA: The Client grants Cybersentry a non-exclusive right to access and use its data, which may include personal data, for Cybersentry to provide the Service to the Client during the Subscription Term. The parties acknowledge that where Cybersentry processes any personal data when performing its obligations under this agreement, Cybersentry is the data processor and not the data controller of any personal data related to the Client's use of the Service. Solely if and to the extent Cybersentry is processing personal data, as defined in the General Data Protection Regulation or other applicable data protection legislation, on the Client's behalf, then the current version of Cybersentry's Data Processing Agreement, which is available on its website, shall be incorporated herein by reference. The terms of the Data Processing Agreement shall take precedence for matters relating to personal data.

17. **COMPLIANCE WITH LAWS AND REGULATIONS:** Each party will comply with applicable laws, regulations, codes, and sanctions with respect to its rights and obligations under this Agreement, including applicable anti-bribery and anti-corruption laws, together with privacy and export control laws and regulations.
18. **AUDIT:** The Client shall permit Cybersentriq to have access to any use verification report within 30 days from Cybersentriq's request (such request not to be made more than once per annum) and have access to any records kept in connection with this Agreement, for the purposes of ensuring that the Client is complying with the terms of this Agreement.
19. **RENEWAL:** The contract may renew upon written agreement of both parties. All fees under this agreement are subject to an annual increase adjustment of five percent (5%).
20. **TERMINATION:** Either party can terminate this agreement upon (i) written notification that the other party is in breach of any material term of this Agreement and such breach remains unresolved for a period of thirty (30) days following written notice; (ii) If the other party becomes voluntarily or involuntarily bankrupt; (iii) if the other party ceases or threatens to cease business. In the event of termination, termination notice for the Service must be submitted to Cybersentriq, either in writing or by email. Upon receipt of the Termination notice, this agreement and the Service will terminate immediately. It will be entitled to invoice the Client for use of e of the Service prior to and up until receipt of the termination notice. Terms of this agreement, which are intended to survive expiration or termination will survive, including, but not limited to, restrictions on intellectual property, indemnity, limitations on liability and disclaimers of warranties and damages, and governing law.
21. **SEVERABILITY:** If any term or provision of this Agreement is held by a court of competent authority to be illegal, unenforceable, or invalid in whole or in part for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
22. **FORCE MAJEURE:** Neither party shall be responsible to the other party in circumstances where some or all of the obligations under these Terms cannot be performed due to circumstances outside the reasonable control of the defaulting party, including an Act of God, change in legislation, fire, explosion, flood, accident, strike, lockout or other industrial dispute, war, terrorist act, riot, civil commotion, failure of public power supplies, failure of communication facilities, default of suppliers or sub-contractors, or the inability to secure computer processing facilities (including those of the necessary quality or security), obtain materials or supplies and, in all cases, the inability to do so except at increased prices (whether or not due to such causes). However, if such circumstances persist for more than 28 days, the non-defaulting party may terminate the agreement and all charges due to Cybersentriq up to the date of termination shall become due.
23. **ASSIGNMENT:** The Client may not transfer the Service or any rights under this Agreement without the prior written consent of Cybersentriq, which consent shall not be unreasonably withheld. A condition to any transfer or assignment shall be that the recipient agrees to the terms of this Agreement. Any attempted transfer or assignment in violation of this provision shall be invalid. Cybersentriq may transfer its rights and obligations under this Agreement, in part or in full, to another organization. Cybersentriq will inform the Client if this happens and Cybersentriq will endeavour to ensure that the transfer will not adversely affect the Client's rights under the contract.
24. **CONFIDENTIALITY:** Each party shall, during the term of this Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than the implementation of this Agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to the such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorized disclosure of any such information.
25. The Client hereby assigns to Cybersentriq all intellectual property and other rights, title, and interest in or to any suggestion, improvement, enhancement, recommendation, correction, idea, or other feedback that the Client may provide to Cybersentriq or its Affiliates relating to their operations or the Services, and agrees that Cybersentriq shall be free to use, license, assign, and exploit any ideas, concepts, know-how, or techniques contained therein for any purpose without restriction or compensation.



By accessing or using the Cloud Services, the Client agrees to this Agreement on behalf of itself and its Users and represents and warrants that it has full authority to bind itself and its Users to this Agreement. If the Client does not agree to this Agreement, it may not access or use the Cloud Services.
