

## SECURE COMPLIANCE SOLUTIONS LLC

### TERMS AND CONDITIONS

THESE TERMS & CONDITIONS (“T&Cs”) set forth the legal contractual obligations governing the provision of services, by Secure Compliance Solutions LLC. In conjunction with certain other documents (as set forth below). These T&Cs form the Agreement between the “CLIENT” and Secure Compliance Solutions LLC (“Secure Compliance”). **By subscribing to, or making use of our Services, you are agreeing to abide by the terms of the Agreement, including these T&Cs.**

If you are an existing customer, your continued use of or subscription to our Services represents your acceptance of these terms and conditions of service. If you do not agree to the T&Cs set forth in these T&Cs, please contact us prior to using our Service or as soon as possible thereafter, and cancel your subscription by notifying us (see: Notices, Section 37).

#### RECITALS:

SECURE COMPLIANCE SOLUTIONS LLC (SECURE COMPLIANCE) is engaged in the business of providing information security governance guidance; all associated documentation; security and risk assessment and testing; technical management; managed security services; and development Services for commercial, educational or government organizations. CLIENT desires to engage SECURE COMPLIANCE, and SECURE COMPLIANCE desires to accept such engagement, to provide certain services and deliverables subject to these Terms and Conditions (T&Cs).

#### DEFINITIONS:

The following words and expressions will have the meanings given to them below when used in these T&Cs:

“**Agreement**” means this legal contract for Services between the CLIENT and SECURE COMPLIANCE, and consists of these T&Cs, a mutually authorized/executed Statement of Work for Services and any related agreement referenced herein or therein. Notwithstanding any language to the contrary, these T&Cs govern all Services performed by SECURE COMPLIANCE and will take precedence over conflicting language in other related Agreement documents.

“**Business Day**” means a day (other than a Saturday, Sunday or public holiday) on which banks are open for ordinary banking business in the United States.

“**Cause**” means: a Party (a) breaches any term or provision of these T&Cs and fails to cure such breach within ten (10) days of receipt of the other Party’s written notice of such breach; (b) files a voluntary petition in bankruptcy under federal bankruptcy laws or other voluntary proceedings under any applicable state laws relating to settlement or extension of payment of its obligations, or has a third party file an involuntary petition in bankruptcy against it, which is not discharged in sixty (60) days; or (c) commences liquidation proceedings or an makes an assignment for the benefit of its creditors; or ceases doing business or ceases operations for a period longer than thirty (30) consecutive business days.

“**Claims**” has the meaning ascribed to it in Section 30.

“**CLIENT**” has the meaning ascribed to it in the banner to these T&Cs.

“**CLIENT Contributions**” has the meaning ascribed to it in Section 2.

“**Compensation**” has the meaning ascribed to it in Section 10.

“**Compensation Earned**” has the meaning ascribed in Section 16.

“**Confidential Information**” means all business or technical information, data or know-how, whether oral, written, electronic or physical, considered proprietary or confidential by the Disclosing Party. Confidential Information will include, without limitation, patents, copyrights, trademarks, trade secrets, techniques, sketches, drawings, models, prototypes, inventions, know-how, processes, apparatus, equipment, software programs and software source documents, related to the current, future and proposed products and services of the Disclosing Party. Confidential Information will not include: (a) information which is already known to or obtained by independent means by the Receiving Party; (b) information within the public domain other than as a result of a breach of these T&Cs; or (c) information which is required to be disclosed pursuant to law or an order of court or tribunal or the direction of a regulatory authority, provided that the Receiving Party will first wherever possible obtain the Disclosing Party’s prior written consent to the content of such disclosure before making such disclosure.

“**Disclosing Party**” has the meaning ascribed to it in Section 18.

“**Early Termination Fee**” has the meaning ascribed to it in Section 16.

“**Early Termination 3<sup>rd</sup> Party Charges**” has the meaning ascribed to it in Section 15.

**“Effective Date”** means the date on which these T&Cs has been executed by the Parties as set forth in the banner to these T&Cs.

**“Force Majeure”** has the meaning ascribed to it in Section 4.

**“Initial Term”** has the meaning ascribed to it in Section 13.

**“Items”** means information, ideas, inventions, developments, intellectual property, proprietary rights, data, studies, forecasts, compilations, computer programs, paper, employee information and employee lists, customer information and customer lists, reports, interpretations, records, statements, documents and notes (whether oral, written or electronic).

**“Party”** or **“Parties”** mean the organizations who are directly involved in this Agreement; more specifically, SECURE COMPLIANCE SOLUTIONS and/or the CLIENT.

**“Personal Information”** means (a) any information by which the identity of a person could be revealed, including, but not limited to, a person’s name, social security number, home address, telephone number or e-mail address; (b) any other non-public personal information about a person; or (c) any information about an employee or applicant relating to race, creed, color, religion, gender national origin, ancestry, age, marital status, veteran status, disability or other similar protected legal category.

**“Privacy Laws”** has the meaning ascribed to it in Section 20.

**“Project End Date”** has the meaning ascribed to it in a Statement of Work.

**“Project Start Date”** has the meaning ascribed to it in the Statement of Work.

**“Receiving Party”** has the meaning ascribed to it in Section 18.

**“Renewal Term”** has the meaning ascribed to it in Section 13.

**“SECURE COMPLIANCE”** has the meaning ascribed to it in the Recitals of these T&Cs.

**“SECURE COMPLIANCE’s Materials”** has the meaning ascribed to it in Section 21.

**“Taxes”** has the meaning ascribed to it in Section 12(c).

**“Term”** has the meaning ascribed to it in Section 13.

**“Termination Notification Date”** means the date on which either Party terminates a Statement of Work for any reason by written notice to the other Party.

**“Third Party Materials”** has the meaning ascribed to it in Section 6.

**“Work Product”** means the parts of materials that SECURE COMPLIANCE specifically and originally creates for the CLIENT, USING CLIENT’S proprietary materials, intellectual property and/or data, as provided by the CLIENT and pursuant to a Statement of Work. (Section 21)

## AGREEMENT:

### SERVICES & DELIVERABLES

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1. **ENGAGEMENT.** CLIENT hereby engages, and SECURE COMPLIANCE hereby accepts such engagement, (a) to provide the Services as specifically defined on a Statement of Work provided separately (**“Services”**); and (b) to prepare and deliver to CLIENT the deliverables specifically defined on a Statement of Work provided separately (**“Deliverables”**).
2. **STATEMENT OF WORK.** Each project will be defined and governed by these T&Cs and a Statement of Work, or Work Order. Each Statement of Work shall: (a) describe in reasonable detail the Services to be provided; (b) list and describe any specific Deliverables to be prepared and delivered by SECURE COMPLIANCE to CLIENT ; (c) list and describe any contributions of feedback, access, personnel, input, assistance or participation of and from the CLIENT (**“CLIENT Contributions”**) which is a condition to SECURE COMPLIANCE’S performance of the Services and preparation and implementation of the Deliverables; (d) prescribe the total Compensation and expenses to be paid by CLIENT ; (e) establish the dates such Services will be performed and Deliverables completed and delivered, including without limitation and the Project Start Date and Project End Date; (f) be effective, and effectively amended, only when signed by CLIENT and SECURE COMPLIANCE.
3. **PROJECT SCHEDULE; CHANGES.** Each Statement of Work will set forth the anticipated work estimates and schedule including the Project Start Date and the Project End Date. All statements and agreements concerning time are good faith estimates based upon information available and circumstances existing at the time made, and each Statement of Work is subject to equitable adjustment upon any material change in such information or circumstances, including, but not limited to, the occurrence of any Delaying Event (as provided herein) or upon modification of the scope, timing or level of work to be performed by SECURE COMPLIANCE. CLIENT may request changes to the Services or Deliverables by notifying SECURE COMPLIANCE of the requested change(s) in writing. Both Parties acknowledge that any such change(s) may increase the fees or charges payable to SECURE COMPLIANCE and/or the project schedule. Neither Party shall have any obligation respecting any change until an appropriate change order or amendment to the applicable Statement of Work is executed and delivered by both Parties.

4. **DEADLINES AND EXTENSIONS.** If (a) the CLIENT fails to comply with its CLIENT Obligations or breaches another obligation under this Agreement; or (b) if an event of Force Majeure impairs SECURE COMPLIANCE's ability to complete project in accordance with the Statement of Work (any such event in (a), (b) or (c) a "**Delaying Event**"), then SECURE COMPLIANCE may reasonably adjust or revise the Project End Date taking into account SECURE COMPLIANCE's then-current schedule and external obligations. "**Force Majeure**" means acts of God or acts of extreme weather, civil disobedience, riots, rebellions, explosion, fire, flood, storm, acts of war or terrorism, Acts of God, disruption in electrical grid affecting installation of the Work, and similar occurrences.
5. **SECURE COMPLIANCE'S STAFF.** SECURE COMPLIANCE shall assign personnel who possess appropriate skills for the stated work, typically including strong project management, subject matter expertise and work experience for their respective positions. Notwithstanding the foregoing, CLIENT understands that SECURE COMPLIANCE may have to reallocate its personnel from time to time for a variety of reasons, including termination or resignation of an employee. In the event SECURE COMPLIANCE must replace a person identified in a Statement of Work, SECURE COMPLIANCE shall notify CLIENT, and shall work with CLIENT and identify a suitable replacement. Nothing contained in these T&Cs shall be deemed to allow CLIENT to control or dictate SECURE COMPLIANCE's employment decisions. SECURE COMPLIANCE will be solely responsible for all payroll taxes or contributions, imposed by the Internal Revenue Code, Federal Social Security Act or any corresponding state law with respect to SECURE COMPLIANCE's employees, contractors and personnel.
6. **APPROVED THIRD PARTY SERVICES.** The Parties acknowledge that some Deliverables will include those Items sourced from third parties which are set forth on a Statement of Work or approved in writing by the CLIENT ("**Third Party Materials**"). CLIENT shall comply with the terms and conditions relating to any Third-Party Materials. The CLIENT will be accountable for Third Party Services, including software licenses costs, when SECURE COMPLIANCE acquires those Services/licenses specifically for the benefit of an individual CLIENT. SECURE COMPLIANCE will define Third Party license costs in a Statement of Work. SECURE COMPLIANCE does not separately warrant the performance of Third-Party Materials or other, products or Deliverables which may be provided to CLIENT as part of an overall solution. However, SECURE COMPLIANCE will pass through to Purchaser all applicable third-party warranties to the extent it has the right to do so.

#### CLIENT OBLIGATIONS.

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7. **CONTRIBUTIONS.** CLIENT acknowledges that SECURE COMPLIANCE is dependent on CLIENT's success at fulfilling its CLIENT Contributions. CLIENT will furnish all requested or necessary information, equipment or access to facilities, personnel, feedback or any other matter described in CLIENT Contributions in accordance with the deadlines and schedule set forth in the applicable Statement of Work. All information, equipment and access provided by CLIENT will be complete and sufficient to enable SECURE COMPLIANCE to perform the Services and provide Deliverables hereunder. Any failure to comply with the foregoing in this Section 7 will constitute a Delaying Event, may constitute breach of these T&Cs (subject to Section 15) if not cured following notice and may result in additional charges for the Services and Deliverables.
8. **CLIENT'S PERSONNEL COMMITMENT.** As part of CLIENT Contributions, CLIENT will ensure that all of its personnel who may be necessary or appropriate for the successful performance of Services and delivery and implementation of Deliverables will, on reasonable notice, (a) be available to assist SECURE COMPLIANCE's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (b) participate in the Services as outlined in the Statement of Work; (c) participate in progress and other Services related meetings; (d) contribute to system testing and data integrity testing; and (e) be available to assist SECURE COMPLIANCE with any other activities or tasks required to complete the Services in accordance with the Statement of Work.
9. **REDACTED, DEPERSONALIZED DATA.** In order to facilitate security controls testing, client may provide to SECURE COMPLIANCE items for testing that simulate actual production data. CLIENT agrees that, whenever possible, it will process all such items to remove any Personally Identifiable Information (PII). Accordingly, CLIENT will provide items for testing activities in which the following information has been redacted or tokenized to such an extent that SECURE COMPLIANCE personnel cannot infer identities of data subjects or consumers: (a) names; (b) postal address information (other than town or city, state, and zip code); (c) telephone numbers; (d) fax numbers; (e) electronic mail addresses; (f) social security numbers; (g) medical record numbers; (h) health plan beneficiary numbers; (i) account numbers; (j) certificate/license numbers; (k) vehicle identifiers and serial numbers (including license plate numbers); (l) device identifiers and serial numbers; (m) web universal resource locators (URLs); (n) internet protocol (IP) address numbers; (o) biometric identifiers, including fingerprints and voiceprints; and (p) full-face photographic images and any comparable images. For Statements of Work that may result in SECURE COMPLIANCE's access to real PII, the terms in Section 19 of these T&Cs shall prevail.

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 COMPENSATION, EXPENSES AND PAYMENT
 

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**10. SECURE COMPLIANCE'S COMPENSATION.** In consideration for the performance of the Services and delivery of Deliverables described on a Statement of Work, CLIENT shall pay SECURE COMPLIANCE the compensation set forth in such Statement of Work ("**Compensation**").

**11. EXPENSES.**

- (a) **Out-of-Pocket Expenses.** CLIENT will reimburse SECURE COMPLIANCE for those reasonable out-of-pocket expenses incurred by SECURE COMPLIANCE in the course of providing Services which: (i) are described in a Statement of Work approved by both CLIENT and SECURE COMPLIANCE; (ii) are approved by CLIENT in writing; or (iii) are the direct result of: (A) CLIENT's breach of its obligations related to CLIENT Contributions or any other breach of these T&Cs; or (B) CLIENT's written requests for services and/or deliverables which are above and beyond the scope of Services and Deliverables as set forth in the applicable Statement of Work
- (b) **Third Party Charges.** CLIENT will reimburse SECURE COMPLIANCE for all charges imposed by third parties for Third Party Materials ("**Third Party Charges**").
- (c) **Reimbursement for Travel Expenses.** CLIENT will pay for all reasonable out-of-pocket traveling expenses (transportation, parking, meals, and hotels) of SECURE COMPLIANCE personnel performing regular duties on behalf of CLIENT for travel, provided that such expenses, and the number of people who are traveling, are approved by CLIENT in writing. SECURE COMPLIANCE personnel are expected to observe CLIENT's internal guidelines regarding class of travel and cost of accommodations, as such guidelines may be modified from time to time. If CLIENT fails to provide internal guidelines for travel and accommodations, SECURE COMPLIANCE will use best judgment. CLIENT will not be billed for any entertainment expenses relating to these T&Cs.

**12. INVOICE AND PAYMENT.**

- (a) **Payment Due.** CLIENT shall pay SECURE COMPLIANCE for each invoice within thirty (30) days of the invoice's date. Any defaulted, returned or uncollected amounts due hereunder will bear interest at the greater of (i) ten percent (10%) per annum or (ii) five percent (5%) per annum plus the prime rate established by the Federal Reserve Bank of New York as of the date of the applicable invoice (or the maximum amount permitted by law). CLIENT will be liable for all expenses, including reasonable attorney's fees, relating to the collection of defaulted, returned or uncollected amounts due hereunder.
- (b) **Invoice Contents.** Each invoice shall (i) fairly and accurately describe (A) the actual Services performed or Deliverables delivered; (B) the persons or entities who performed such Services; (C) the dates on which such Services were performed; (D) the fees, hours and expenses payable by CLIENT for such Services and Deliverables; (ii) reference the Statement of Work and the project for which the expense was incurred; (iii) be accompanied by reasonable supporting documentation for any out-of-pocket or third party charges; and (iv) be rendered to CLIENT on a monthly basis or such other timely basis as is described on a Statement of Work.
- (c) **Taxes.** All prices specified herein do not include any costs of any sales, use, value added, excise, gross receipts, business and occupation or similar present or future taxes imposed by any governmental body on the sale, delivery, use or other handling of the Products or in connection with any related or contemplated transactions ("**Taxes**"). CLIENT will be responsible for reporting and payment of all Taxes as the same may become due.

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 TERM AND TERMINATION.
 

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**13. TERM.** The term of these T&Cs shall be for the duration of SECURE COMPLIANCE's engagement with the CLIENT, as set forth in such Statement of Work, and shall be renewable in accordance with the terms defined therein.

**14. RIGHTS TO TERMINATE.**

- (a) **For Convenience.** This Agreement may be terminated by either Party without Cause upon thirty (30) days prior written notice of the termination to the other Party. Termination will be effective 30 days after the receiving Party's receipt of such notice.
- (b) **For Cause.** This Agreement may be terminated by either Party for Cause upon written notice of the termination to the other Party and the reasons therefor. Termination will be effective immediately upon the receiving Party's receipt of such notice.

**15. EARLY TERMINATION CHARGES & FEES.** If a Statement of Work is terminated before any Project End Date, by the CLIENT without Cause or by SECURE COMPLIANCE with Cause, CLIENT will pay SECURE COMPLIANCE an Early Termination Fee.

- (a) **For project work:** CLIENT will pay SECURE COMPLIANCE equal to eighty (80) hours of work at SECURE COMPLIANCE's prevailing rate listed on the most recent Statement of Work or such other Early Termination Fee set forth on the most recent Statement of Work ("Early Termination Fee").
- (b) **For Managed Security Services:** CLIENT will pay SECURE COMPLIANCE equal to 3 months of Service at the monthly rate, as defined in an authorized Statement of Work. Client will pay SECURE COMPLIANCE equal to 100% of the cost for **Third Party Materials Charges** (as defined in Section 6) for the expected remaining duration of the Agreement, as defined in an authorized Statement of Work, and/or any cancellation fees or penalties charged by third parties for early termination of Third Party Materials ("**Early Termination 3<sup>rd</sup> Party Charges**").

**16. EFFECT OF TERMINATION.** After termination of these T&Cs, (a) CLIENT shall, within ten (10) days of its receipt of SECURE COMPLIANCE's invoice, pay SECURE COMPLIANCE all compensation earned and expenses incurred as provided under these T&Cs, any Early Termination Fees and any Early Termination <sup>3<sup>rd</sup></sup> Party Charges; (b) SECURE COMPLIANCE shall return to CLIENT all property and materials previously provided by CLIENT; and (c) Sections 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 29, 30, 31, 32, 33, 34, 35, 37, 38 and 39 will survive. For purposes of calculating "**compensation earned**" under fixed fee projects, the total fee will be allocated evenly over the project's duration. (For Illustration: A fixed fee of \$100,000 for a 10-week project would be earned at a rate of \$10,000 per week. If canceled during the 5th week, the Client would owe Secure Compliance \$50,000 plus the Early Termination Fee.)

## CONFIDENTIALITY & PRIVACY

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- 17. MUTUAL CONFIDENTIALITY.** The Parties agree that any Confidential Information exchanged between them in connection with or related to the subject matter of any Agreement between the Parties, whether written, documentary, electronically held or oral, will be kept strictly confidential using the highest degree of care, diligence and protection and will not be disclosed or given to any third party by the Party receiving the Confidential Information (the "**Receiving Party**") without the prior written consent of the Party that supplied the information (the "**Disclosing Party**"), except that if the Receiving Party discloses or provides the Confidential Information to a third party in the course of exercising its rights or performing its obligations under these T&Cs, the third party receiving the Confidential Information must have agreed in advance in writing to keep the Confidential Information confidential. The Parties further agree that neither will analyze the component parts of or reverse-engineer the other Party's Confidential Information.
- 18. PERSONAL INFORMATION.** SECURE COMPLIANCE may be provided Personal Information (PI) about CLIENT's employees, customers or agents. Such Personal Information is considered Confidential Information according to these T&Cs, regardless of how marked. SECURE COMPLIANCE shall implement privacy controls to maintain the confidentiality and integrity of Personal Information, in accordance with the protection, use and disclosure requirements of applicable Privacy laws and regulations. SECURE COMPLIANCE shall restrict access to Personal Information to only those employees, contractors and business partners, who have a legitimate need to access the information, to provide Services defined in a Statement of Work. SECURE COMPLIANCE shall limit use of such information for the purpose(s) expressly and specifically defined in a Statement of Work, and as authorized by CLIENT.
- (a) **No Sale of PI.** SECURE COMPLIANCE agrees that under no circumstances shall any Personal Information provided hereunder be sold, rented or distributed to 3<sup>rd</sup> parties for any reason.
  - (b) **Breach Notification.** SECURE COMPLIANCE will notify CLIENT as soon as possible following validation of a SECURE COMPLIANCE data breach involving CLIENT's PI, which may have been caused by SECURE COMPLIANCE or a third party.

The Parties acknowledge that this Section 19 will not limit any prior confidentiality or non-disclosure agreements entered into and currently in effect between the Parties.

- 19. PRIVACY LAWS.** Both parties shall comply with any and all statutes, ordinances, rules, and regulations enacted by the federal government, any State, municipal body, or political subdivision thereof, regarding the collection, maintenance, use, sharing and disposition of any Personally Identifiable Information and/or Personal Health Information, including the Privacy Act of 1974 (FAR 54.224-2); the Health Insurance Portability and Accountability Act of 1996 (HIPAA) - Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164); the Gramm-Leach-Bliley Act of 1999 (GLBA) - Financial Privacy Rule (15 U.S.C. §§ 6801-6809); the Fair Credit Reporting Act (FCRA) (15 U.S.C § 1681); the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C § 1232g; 34 CFR Part 99); California Consumer Privacy Act of 2018 (CCPA) (CAL. CIV. CODE § 1798.198(a), and the European Union General Data Protection Act (GDPR) (Regulation (EU) 2016/679), hereafter referred to as "Privacy Laws." To the extent that either Party determines in good faith the applicability and compliance requirements of Privacy Laws will adversely affect a Party ability to comply with its obligations under these T&Cs, such Party shall give the other

Party prompt written notice thereof. Reference to any specific Privacy Laws shall not be deemed an exclusive recitation of any and all applicable Privacy Laws.

## OWNERSHIP AND PROPRIETARY RIGHTS

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- 20. OWNERSHIP OF PRE-EXISTING MATERIALS.** CLIENT acknowledges and agrees that SECURE COMPLIANCE is the sole and exclusive owner of all rights, including but not limited to all patent rights, copyrights, trade secrets, trademarks, and other proprietary rights in the systems, programs, specifications, user documentation, and other materials created and used by SECURE COMPLIANCE in the course of its provision of services hereunder which were in existence prior to the execution of these T&Cs (collectively “**SECURE COMPLIANCE’s Materials**”). CLIENT also acknowledges and agrees that in entering into these T&Cs, CLIENT acquires no rights in SECURE COMPLIANCE’s Materials. CLIENT shall not copy, transfer, sell, distribute, assign, display, analyze the component parts of or reverse-engineer, or otherwise make SECURE COMPLIANCE’s Materials available to third parties. CLIENT agrees to secure and protect each module, software product, piece of documentation, and every other portion of SECURE COMPLIANCE’s Materials so as to protect all of SECURE COMPLIANCE’s rights therein.
- 21. OWNERSHIP OF TANGIBLE WORK PRODUCT.**
- (a) **Client-Owned Work Product:** Intellectual property rights in only the parts of materials that that Secure Compliance specifically and originally creates for the CLIENT, using CLIENT’s proprietary materials, intellectual property and/or data, as provided by the Client and pursuant to a Statement of Work (“Work Product”) shall vest absolutely and unconditionally in CLIENT upon their creation without the need for any further act by CLIENT except as required by law. SECURE COMPLIANCE shall not reuse this content.
  - (b) **SECURE COMPLIANCE Materials:** For clarification, the definition of Work Product will not include SECURE COMPLIANCE Materials, which SECURE COMPLIANCE may include alongside Work Product for delivery to the Client. SECURE COMPLIANCE Materials may include, but are not limited to: marketing language or imagery, pictograms or graphical depictions of security or privacy concepts, general training materials content, general security and privacy trend analysis, general definitions of security and privacy topics, editorial content about general security and privacy subject matter not uniquely connected to the CLIENT’s specific concerns. SECURE COMPLIANCE acknowledges and agrees that all Work Product will be considered works made for hire and owned by CLIENT.
- 22. LICENSE TO USE TANGIBLE WORK PRODUCT.** To the extent law does not permit a Work Product to be considered works made for hire, SECURE COMPLIANCE hereby assigns to CLIENT complete ownership of all copyright interests in such Work Product without the need for further consideration. SECURE COMPLIANCE hereby transfers and assigns any ownership interest to CLIENT to the extent law affords SECURE COMPLIANCE any ownership in Work Product.
- 23. NO OTHER INTELLECTUAL PROPERTY RIGHTS.** With the exception of the right and licenses granted in Sections 21 and 22, no Party obtains any right or license under any copyrights, inventions, trade secrets, patents or other intellectual property rights now or hereafter owned or controlled by the other Party, and no Party will use any trade name, service mark, or trademark of or refer to the other Party in any promotional activity or material without first obtaining the prior written consent of that other Party.
- 24. NON-SOLICITATION.** CLIENT acknowledges that SECURE COMPLIANCE’s personnel are an important asset to SECURE COMPLIANCE. CLIENT further acknowledges that CLIENT would receive substantial additional value, and SECURE COMPLIANCE would be deprived of the benefits of its work force, if CLIENT were to hire SECURE COMPLIANCE’s personnel after they have been introduced to CLIENT by SECURE COMPLIANCE. Without the prior written consent of SECURE COMPLIANCE, CLIENT shall not solicit for employment or retention or engagement as a consultant or independent contractor or hire, retain or engage any personnel of SECURE COMPLIANCE during the term of these T&Cs and for one (1) year thereafter. Personnel of SECURE COMPLIANCE shall include all individuals employed, retained or engaged by SECURE COMPLIANCE (whether as employee, consultant, independent contractor, or otherwise) at any time during the term of these T&Cs. Because the actual damages that SECURE COMPLIANCE would sustain if CLIENT breaches its obligation under this Section 25 are uncertain and would be impossible or very difficult to ascertain accurately, the Parties agree, in good faith, that the sum equal to such employee or consultant of SECURE COMPLIANCE’s new salary or total fees chargeable by such person, if such person is compensated on a fee basis, and payable by CLIENT, for six (6) months, would be reasonable and just compensation for the harm caused by such breach. Therefore, CLIENT shall pay and SECURE COMPLIANCE agrees to accept that sum as liquidated damages, and not as a penalty, in the event of each breach of such obligation.

## REPRESENTATIONS AND WARRANTY.

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- 25. REPS AND WARRANTIES OF SECURE COMPLIANCE.** SECURE COMPLIANCE hereby represents and warrants that (a) it shall provide the Services and the Deliverables in accordance with the schedule and specifications set forth in the applicable Statement of Work; (b) to the actual knowledge of SECURE COMPLIANCE, its performance of the Services and preparation and delivery of the Deliverables will not violate or infringe upon any intellectual property or proprietary rights of any third party, provided, however, that the foregoing representation and warranty does not apply with respect to any actions taken at the direction of CLIENT or to the use or implementation of any specifications or other Items provided by CLIENT; and (c) SECURE COMPLIANCE will comply with all applicable laws, rules, regulations and orders in performing its obligations under an authorized Statement of Work. All warranty claims must be made in writing, contain full particulars and be submitted to SECURE COMPLIANCE within thirty (30) days after the cause giving rise to the warranty claim first came to CLIENT's attention. The sole remedy for a breach of this Section 26 will be SECURE COMPLIANCE's replacement or repair of any affected Deliverables. OTHER THAN AS SET FORTH IN THIS SECTION 26, SECURE COMPLIANCE PROVIDES THE SERVICES AND DELIVERABLES WITHOUT ANY OTHER WARRANTY OR CONDITION, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED.
- 26. REPS AND WARRANTIES OF CLIENT.** CLIENT hereby represents and warrants that (a) all Items provided by CLIENT to SECURE COMPLIANCE in connection with the Services are owned by CLIENT and SECURE COMPLIANCE's use thereof will not violate or infringe upon the intellectual property or proprietary rights of any third party or violate any law, rule or regulation; (b) all Items provided by CLIENT are accurate and complete and there is no omitted Item which makes the meaning of the provided Items misleading or inaccurate for the purposes of SECURE COMPLIANCE's provision of Services or Deliverables in accordance with these T&Cs; (c) SECURE COMPLIANCE providing to CLIENT the Services will not violate any applicable law, rule or regulation or the rights of any third party; and (d) these T&Cs and the performance of the Services by SECURE COMPLIANCE will not breach or violate any contracts, agreements or other obligations between CLIENT and a third party.
- 27. ANTI-BRIBERY.** Each of the Parties covenants and agrees that it will not offer, pay, promise to pay or authorize the payment of any money or anything of value to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with the Agreement.
- 28. EXPORT LAWS.** The laws and regulations of the United States government regulate the export of products, services and technical data. CLIENT agrees that SECURE COMPLIANCE's obligation to grant rights and to disclose information to CLIENT is subject to the applicable laws and regulations of the United States; and CLIENT will comply with such laws insofar as they affect its right to manufacture, use and sell the Products. CLIENT also agrees that it will neither disclose any information received from SECURE COMPLIANCE, nor transfer possession of any product incorporating any of SECURE COMPLIANCE's information, to a third party in violation of such laws and regulations.

#### INDEMNIFICATION; INSURANCE; DISPUTES

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- 29. INDEMNITY.** Except as otherwise set forth in a Statement of Work, each Party will indemnify and hold the other Party and its successors, assigns, affiliates, employees, officers, directors, agents and representatives harmless from and against any and all claims, demands, lawsuits, liabilities, losses, damages, judgments, fines, settlements and expenses (collectively, "Claims") (including, without limitation, reasonable attorney's fees) to the extent directly arising out of or relating to (a) the breach by the indemnifying party or any of its affiliates of any of its representations, warranties, covenants or obligations defined in these T&Cs or (b) the indemnifying party's or its affiliate's gross negligence or willful misconduct in connection with its activities pursuant to a Statement of Work and as defined in these T&Cs. The foregoing indemnification obligations will apply whether the claim, suit or action is founded, stated or asserted in negligence, strict liability in tort, breach of contract or warranty or any other legal theory. The foregoing indemnification obligations will not be interpreted as waiving or negating any limitation of liability for work-related injuries to the indemnifying party's own employees.
- 30. PROCEDURE.** The indemnified party will provide prompt written notice to the indemnifying party upon becoming aware of a claim, and information and reasonable assistance, at the indemnifying party's expense, for the defense or settlement thereof. The indemnifying party will have sole control of the defense and settlement of any claim giving rise to an indemnification obligation hereunder, provided that the indemnifying party will not settle such claim or related action in a manner that imposes any obligation on or admits liability by the indemnified party without the prior written consent of the indemnified party (which consent will not be unreasonably withheld or delayed). The indemnified party will be entitled to engage counsel at its sole expense to consult with the indemnifying party with respect to the defense of the claim and related action; provided, however, that the failure by the indemnified party to provide such notice will reduce the

indemnifying party's indemnification obligations hereunder only to the extent that the indemnifying party is materially prejudiced thereby.

- 31. LIMITATION OF ACTIONS.** No action whether in contract or tort, including negligence, arising out of the performance of either party under a Statement of Work may be brought by the other party more than two (2) years after the cause of the action has arisen.
- 32. DISCLAIMER.**
- (a) **Piracy, Viruses.** The Parties hereby acknowledge that as with any on-line interaction and electronic communication, there is an inherent risk involved in storing and transmitting any information by means of the Internet. SECURE COMPLIANCE cannot and does not guarantee that CLIENT's system, proprietary technology and content are free from hackers or viruses. SECURE COMPLIANCE specifically disclaims any responsibility for, and shall not be liable for, any claims, damages, losses or expenses arising out of or resulting from any piracy, viruses, infections or contamination of CLIENT's systems, data or content, provided that such claims, damages, losses or expenses do not result from SECURE COMPLIANCE's willful misconduct or gross negligence. In addition, CLIENT is responsible for ensuring that it has backed up its systems in the event of any piracy, viruses, infection or contamination.
  - (b) **Improper Use.** To the fullest extent permitted by applicable law, SECURE COMPLIANCE will not be liable for any defects in the Deliverables which are the result of: (A) improper use or mismanagement by CLIENT or use in a manner that is not reasonably contemplated by SECURE COMPLIANCE; (B) operation of the Deliverables other than in **accordance** with the documentation provided by SECURE COMPLIANCE or the third party who supplied the Deliverables; (C) use of the Deliverables with parts, components or materials that have not been approved for use by SECURE COMPLIANCE or the third party who supplied the Deliverables; (D) any modification or reinstallation of any part of the Deliverables not expressly authorized by SECURE COMPLIANCE or the third party who supplied the Deliverables; (E) or CLIENT's failure or refusal to install engineering changes or enhancements to the Deliverables as reasonably recommended by SECURE COMPLIANCE or the third party who supplied the Deliverables; or (F) any components incorporated into the Deliverables that are subject to a third party manufacturer's warranty or guarantee, which SECURE COMPLIANCE shall pass to CLIENT.
  - (c) **Industry Disclosure.** SECURE COMPLIANCE may from time to time disclose anonymous server and system event log data to 3rd parties in the privacy and data security industry to collaborate on the analysis of potential security threats; and to more accurately diagnose security threats and prescribe remediation activities.
- 33. NOT LEGAL ADVICE.** CLIENT understands that, although SECURE COMPLIANCE's Compliance Services may discuss or relate to legal issues, SECURE COMPLIANCE does not provide legal advice or services, none of such Services shall be deemed, construed as or constitute legal advice and that CLIENT is ultimately responsible for retaining its own legal counsel to provide legal advice. Furthermore, the Deliverables provided by SECURE COMPLIANCE in connection with any Compliance Services shall not be deemed to be legal opinions and may not and should not be relied upon as proof, evidence or any guarantee or assurance as to CLIENT's legal or regulatory compliance.
- 34. LIMITATION OF LIABILITY.** IRRESPECTIVE OF ANY FAULT OR NEGLIGENCE, NO PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FROM HARM TO BUSINESS, LOST REVENUES, LOST SALES, LOST SAVINGS, LOST PROFITS (ANTICIPATED OR ACTUAL), LOSS OF USE, DOWNTIME AND CLAIMS OF THIRD PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OF PASSIVE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, ALL WHETHER OR NOT A PARTY HAS BEEN APPRISED OR NOTIFIED THAT SUCH DAMAGES OR LOSSES ARE POSSIBLE OR LIKELY, AND WHETHER OR NOT ANY PERMITTED REMEDY HAS FAILED ITS ESSENTIAL PURPOSE. Furthermore, notwithstanding any other provision defined in a Statement of Work, the liability of any party to the other parties arising out of this Agreement, whether under warranty, contract, tort (including negligent or willful acts), strict liability or otherwise will not in any case exceed the original invoiced cost of the Services and Deliverables with respect to that portion of the Services and Deliverables giving rise to the claim.
- 35. INSURANCE.** During the service term, as defined in a Statement of Work, SECURE COMPLIANCE will maintain an insurance policy issued by a reputable insurance company, which policy will insure against SECURE COMPLIANCE's contractual liability as set forth in a Statement of Work and these T&Cs, in the amount of at least \$1,000,000 (U.S. dollars) per claim, and \$2,000,000 (U.S. dollars) for claims in the aggregate, an Employee Fidelity/Crime insurance in a minimum of One Million Dollars (\$1,000,000.00), as well as Workers Compensation insurance as prescribed by statutory limits.



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 INTERPRETATION AND ADMINISTRATION
 

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- 36. DISPUTE RESOLUTION.** Any claim or dispute arising out of or related to a Statement of Work or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its conflicts of law principles. Any legal actions, suits or proceedings arising out of this Agreement (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in the courts located in Chicago, Illinois, and the parties to this Agreement hereby accept and submit to the personal jurisdiction of these Illinois courts with respect to any legal actions, suits or proceedings arising out of this Agreement.
- 37. NOTICES.** Unless otherwise specified herein all notices, requests or other communications under or in connection with this Agreement, or these T&Cs, to or upon the Parties shall be made to such addresses and to the persons designated on the signature page to of an authorized Statement of Work, or such other people and addresses as provided in writing by either of the Parties from time to time, and will be deemed to have been given hereunder as follows: (a) if delivered by overnight commercial delivery service, upon receipt as evidenced by the records of such service; (b) if sent by certified or registered mail, seven (7) Business Days after posting it; and (c) if sent by email, the receiving Party confirms its receipt by reply or other written communication.
- (a) **Email:** To contact Secure Compliance regarding these T&Cs, please send email to: [inquiry@securecompliance.co](mailto:inquiry@securecompliance.co).
- 38. RELATIONSHIP BETWEEN THE PARTIES.** Each Party is and will remain at all times an independent party. No Party is authorized to or will, whether through its employees, agents or representatives, at any time act or attempt to act on behalf of the other Party to bind the other Party to any obligations. No Party or its employees, agents or representatives may engage in any act which may lead any representative of the other Party to believe that such Party is an employee, agent or representative of the other Party. Each Party will be fully responsible for its personnel, agents, and actions.
- 39. MISCELLANEOUS.**
- (a) **Modification of Terms and Conditions.** Secure Compliance may alter or update these Terms and Conditions at its sole discretion. Secure Compliance will notify you by posting updates to its website at <https://securecompliance.co/termsandconditions>.
- (b) **Assignments; Transfers.** This Agreement and all the provisions hereof will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, provided that neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned or transferred by any Party without the prior written consent of the other Party, which consent will not be unreasonably withheld and any attempted assignment or transfer in violation of this Section will be void.
- (c) **No Waiver.** Any failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on that Party by these T&Cs does not operate as a waiver of that power or right unless expressed in writing to be a waiver.
- (d) **No Reliance.** In entering into this Agreement, the Parties have not relied on any representations or warranties about its subject matter except as provided in this Agreement.
- (e) **Counterparts.** This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument.
- (f) **Survival.** In addition to the terms that will survive the termination or expiration of this Agreement as provided herein, any terms of this Agreement which by their nature may survive the termination or expiration of this Agreement, and any obligations in relation to any antecedent breach of this Agreement, will survive the termination or expiration of this Agreement.
- (g) **Entire Agreement.** Other than with respect to any confidentiality or non-disclosure agreements still in effect between the Parties, this Agreement, including the body of the Agreement and the Recitals, Attachments and Schedules hereto including without limitation any and every Statement of Work entered into hereunder, contains the entire Agreement between the Parties hereto with respect to the transaction contemplated herein, supersedes all previous agreements, and may not be amended or modified except in writing signed by each of the Parties. In the event of any inconsistency between these Service Terms and Conditions (T&Cs) and the terms and conditions defined in a Statement of Work, the terms and conditions of the Statement of Work will prevail. In the event of any inconsistency between these Terms and Conditions (T&Cs) and the terms and conditions defined in a CLIENT procurement document, these T&Cs will prevail.
- (h) **Headings.** The headings to the Sections and Schedules are inserted for convenience of reference only and will be ignored in the interpretation of these T&Cs.

- (i) **Construction.** In these T&Cs, unless the context otherwise requires: (a) references to Sections and Schedules are to the Sections of, and schedules annexed to, these T&Cs; (b) words importing the plural will include the singular, and vice versa; and (c) references to a “person” will be construed as including references to an individual, company, enterprise, firm, partnership, joint venture, association or organization, whether or not having separate legal personality.
- (j) **No Other Terms or Provisions.** SECURE COMPLIANCE HEREBY OBJECTS TO ALL TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDERS OR OTHER BUSINESS FORMS (OR WHICH CLIENT MAY PROPOSE) WHICH ARE IN ADDITION TO OR DIFFERENT FROM THE TERMS AND CONDITIONS IN THESE T&CS. ANY ADDITIONAL OR DIFFERENT TERMS WILL BE OF NO FORCE OR EFFECT, UNLESS EXPRESSLY AGREED BY SECURE COMPLIANCE IN WRITING.