

By executing a Service Order subject to this Service Agreement (“Agreement”), the Coalfire ISO, Inc. (“CFISO”) and the client (“Client”) named in the applicable Service Order (collectively, the “Parties”) agree to be bound by the terms and conditions set forth below. In the event of a conflict between the terms of this Agreement and a Service Order, the terms of this Agreement will govern except where the terms of a Service Order expressly state otherwise.

**1. SERVICE ORDERS.** CFISO agrees to provide the service(s) (“Service(s)”) and report(s) (“Deliverable(s)”) more fully described in the applicable order form or statement of work (“Service Order(s)”).

**2. INVOICING; TAXES**

**2.1 Invoicing.** CFISO will invoice Client on a monthly basis for fees and expenses incurred, and payment is due thirty (30) days following the date of the invoice. Client must object to an invoice within fifteen (15) days following receipt of the invoice or the invoice will be deemed accepted by Client. If Client fails to pay timely, CFISO reserves the right, in addition to any other rights it may have, to suspend the Services until such payment is made in full and charge interest on the amount past due at the lesser of 1.5% per month or the maximum allowed by law.

**2.2 Taxes.** The fees exclude all applicable sales, use, and other taxes, and all applicable export and import fees, customs duties and similar charges attributable to any use by Client of the Services. Client will be responsible for payment of all such taxes, fees, duties, and charges, and any related penalties and interest, arising from Client’s payment of the fees or its receipt of the delivery, provision or license of the Services.

**3. TERM & TERMINATION.** Either Party may terminate the Service Order for convenience upon thirty (30) days’ prior written notice to the other Party (“Termination Date”). Additionally, either Party may terminate the Service Order due to the other Party’s breach of any of its obligations that remain uncured after ten (10) days’ notice from the non-breaching Party. Termination for cause will not preclude the non-breaching Party from pursuing any and all remedies available to it at law or in equity. Upon expiration or termination of the Service Order for any reason, Client shall pay: (a) for all expenses incurred and Services rendered (or a prorata portion thereof), prior to the effective date of such termination; and (b) for all expenses necessary to effectively wind down Service delivery (such as return travel and per diem, final documentation and other expenses related to project termination). Any terms that by their very nature are intended to survive termination of the Service Order will continue in full force and effect following the Termination Date.

**4. INDEMNIFICATION**

**4.1 By CFISO.** CFISO will indemnify Client from and against all third-party claims to the extent attributable to the Services or Deliverables infringing or misappropriating a third-party intellectual property right. If any Service or Deliverable infringes or misappropriates any intellectual property right of a third party, then CFISO shall procure the right for Client to continue to use the results of the Service or Deliverable or re-perform the Service or replace the Deliverable so that it is non-infringing. If the preceding remedies are not available, then CFISO may terminate the Service Order and will refund the price paid for the infringing portion of the Services or the Deliverables. The foregoing is the sole and exclusive remedy of Client and states the entire liability of CFISO with respect to infringement or misappropriation of any proprietary rights by the Services or Deliverables.

**4.2 By Client.** Client will indemnify CFISO from and against all third-party claims to the extent attributable to Client’s having furnished any Deliverable or portion thereof to a third party in violation of this Agreement, any third-party reliance on a Deliverable, or any third-party claim arising as a result of CFISO’s use and/or reliance on information or data provided to it by Client.

**5. ACKNOWLEDGEMENTS; WARRANTIES**

**5.1 By CFISO.** CFISO represents that the Services will be performed in a workmanlike and professional manner by individuals who have skill and experience commensurate with the requirements of the Services.

**5.2 By Client.** Client agrees that CFISO will not be responsible for nonconformities or any errors in work papers or Deliverables resulting from CFISO’s reliance on inaccurate, inauthentic or incomplete data or information provided by Client. Client will cooperate with CFISO and take all actions reasonably necessary to enable CFISO to perform the Services. To that end, Client will provide, on a timely basis, all information, as well as access to systems, locations and personnel, reasonably requested by CFISO to enable CFISO to provide the Services. Client agrees that failure to do so may result in: 1) immediate termination of Service, and 2) a charge to Client equal to the amount of any lost hours at the hourly rate specified in the Service Order,

and if no hourly rate is specified, \$300.00 per hour. If CFISO is required to reschedule the delivery of Service due to the foregoing, then Client understands that such rescheduling will be dependent upon CFISO’s resource availability and may result in additional charges. Client further acknowledges and agrees that (a) any outcome of the Services involving security assessment is limited to a point-in-time examination consistent with the Engagement Scope set forth in the applicable Service Order, (b) the outcome of any audits, assessments or testing by, and the opinions, advice, recommendations and/or certification of, CFISO does not constitute any form of representation, warranty or guarantee that Client’s systems are secure from every form of attack, even if fully implemented, (c) in examining Client’s compliance or non-compliance status, CFISO relies upon accurate, authentic and complete information provided by Client as well as use of certain sampling techniques, and (d) Client’s management is solely responsible for the scope, goals and overall direction of the Services, as well as the implementation of any course of action based on such Services.

**5.3 No Implied Warranties.** Other than those expressly contained in this Section, neither Party makes any other representations or warranties, implied, statutory or otherwise, with respect to the Services or Deliverables. CFISO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**6. LIMITATIONS ON LIABILITY.** Neither Client nor its employees, officers and directors, on the one hand, nor CFISO and its employees, officers and directors and licensors, on the other hand (including without limitation the Payment Card Industry (“PCI”) Security Standards Council (“SSC”)), will be liable to the other Party under the Agreement for commercial loss and lost profits or any consequential, incidental, indirect, punitive or special damages, or any other similar damages under any theory of liability whether in contract, tort or strict liability, however caused and regardless of legal theory or foreseeability, directly or indirectly, arising under this Agreement. In no event shall liability under this Agreement of CFISO exceed those fees payable to CFISO by Client under the applicable Service Order.

**7. INTELLECTUAL PROPERTY RIGHTS**

**7.1 Of CFISO.** Client understands that CFISO is engaged to use its existing knowledge, training, experience and proprietary methodologies (“CFISO Methodologies”) to perform the Services, which may include an assessment of Client’s information technology system and certain security aspects thereof, and in some cases, to provide a written report regarding such Services. Client will not acquire, and CFISO will not assign, any right, title or interest in or to the CFISO Methodologies or any text, data or other materials that were owned by, or licensed to, CFISO prior to CFISO’s performance of Services (“Preexisting Intellectual Property”) or to any new knowledge, techniques and methodologies developed by CFISO in the performance of the Services and the creation of the Deliverables. As between CFISO and Client, CFISO is and will remain the owner of all Pre-existing Intellectual Property and CFISO Methodologies and all processes, know-how, methodologies and technology used in connection with providing the Services.

**7.2 Of Client.** CFISO will not acquire, and Client does not assign, any right, title or interest in or to confidential information or other materials provided by Client that were owned by or licensed to Client prior to CFISO’s performance of Service under the Service Order (“Client Pre-existing Intellectual Property”). As between CFISO and Client, Client is and will remain the owner of all Client Pre-existing Intellectual Property.

**7.3 License Grant.** Subject to the terms of this Agreement, the Deliverables provided to Client will be owned by Client. If a Deliverable includes any Pre-existing Intellectual Property, CFISO hereby grants to Client a perpetual, non-exclusive, royalty-free license to use such Deliverable for Client’s business purposes. If such use involves disclosure of the Deliverable to a third party, Client agrees: (i) such disclosure will be in furtherance of a legitimate business need of Client, (ii) the Deliverable will not be altered in any way, and (iii) such disclosure will be non-public in nature and subject to confidentiality terms at least as restrictive as those specified herein.

**8. PUBLICITY.** For the avoidance of doubt, CFISO or Client may acknowledge that CFISO serves as Client’s assessor or governance, risk management and compliance (“IT-GRC”) service provider, provided that CFISO does not disclose the results of any project.

Unless otherwise advised, CFISO may use Client's name as a reference for IT-GRC projects performed by CFISO. Client grants to CFISO the limited, non-transferable, revocable permission to use its name, trademark and logo ("Mark(s)") for the purpose of advertising and marketing CFISO's relationship with Client and distinguishing CFISO as a reputable and experienced provider of services in the cybersecurity industry, and therefore, waives any copyright or confidentiality claims against CFISO with respect to such disclosure.

**9. AGGREGATE/ANONYMOUS DATA.** Aggregate/Anonymous Data means: (i) data generated by aggregating Client data with other data so that results are non-personally identifiable, and (ii) learnings, logs and data obtained by CFISO in connection with its provision of Services. Client agrees that CFISO may generate Aggregate/Anonymous Data, and notwithstanding anything to the contrary herein, the Parties agree that CFISO may use Aggregate/Anonymous Data for its internal business purposes during or after the term of this Agreement.

**10. DISPUTE RESOLUTION.** No action arising out of this Agreement, regardless of the form, may be brought by either Party more than twelve (12) months after the cause of action has accrued, except for actions with respect to non-payment. This Agreement will be interpreted and construed in accordance with the substantive laws of the State of Delaware, without regard to any provisions of its choice of law rules, and will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded.

**11. NON-SOLICITATION.** Neither Party will actively recruit the other Party's personnel engaged in providing or receiving Services during the Term of this Agreement and for one (1) year thereafter. Client will pay a conversion fee equal to 50% of the then-current annual salary of each CFISO personnel converted in contradiction of this Section.

**12. PERFORMANCE OF SERVICES.** The location from which CFISO will provide the Services will be specified in the Service Order; however, CFISO may conduct sampling in connection with the Services from any sites that CFISO deems appropriate.

**13. USE OF SUBCONTRACTORS.** CFISO reserves the right to employ subcontractors to assist CFISO when providing any part of the Service, provided, however, CFISO will remain liable to Client with respect to any contracted Service to the extent CFISO would be liable to Client under the terms of this Agreement.

#### **14. ADDITIONAL PROVISIONS REGARDING CERTAIN COALFIRE ISO SERVICES**

**14.1 Security Assessment Services.** If the Services include technical security testing, penetration testing (including physical, application, ethical or network penetration assessment and testing) or computer forensic services, CFISO will use various commercial, open source, freely distributed or proprietary testing tools, techniques and monitoring methods to evaluate the devices, software or resources (collectively "Systems") identified by the Client, and verified by CFISO, as within scope. CFISO may also use tools that meet the definition of malware by anti-virus platforms. CFISO is not responsible for adverse consequences resulting from inaccurate information, including inaccurate IP Addresses, furnished by Client with respect to any System.

**14.2 CoalfireOne<sup>SM</sup>.** If applicable, the terms and conditions located at the following link shall govern Client's use of CFISO's CoalfireOne<sup>SM</sup> platform: <http://www.coalfire.com/CoalfireOne-MSA>.

**14.3 CFISO.** Subject the terms and conditions of this Agreement, including the applicable Service Orders, CFISO may sell or license to Client, and Client may purchase or license one or more of the following services: (a) ISO/IEC 27001 certification services; (b) ISO 9001 certification services; (c) ISO/IEC 20000 certification services; (d) ISO/IEC 27017 certification services; (e) ISO/IEC 27018 certification services; (f) ISO 22301 certification services; (g) ISO/IEC 27701 certification services; (h) Cloud Security Alliance (CSA) Security Trust Assurance and Risk (STAR) Registry based on the Cloud Controls Matrix (CCM) certification services; (i) Code of Conduct certification services; and (j) NIST Cybersecurity Framework (CSF) certification services, as same may be updated from time to time by the International Organization for Standardization ("ISO") or alternative certification scheme owners. If the Services requested by Client in any Service Order include certification services or associated services as described below, the following provisions apply:

**a)** For purposes of Client certification to referenced certification schemes and in compliance with ISO/IEC 17021, ISO/IEC 17024, and ISO/IEC 17065, as appropriate, this Agreement is a legally enforceable agreement between CFISO and Client. In addition, where there are multiple offices of CFISO or multiple Client sites, this Agreement is between all CFISO sites as the body granting certification and issuing a certificate, as well as all Client-related sites covered by the scope of the certificate award.

**b)** At all times during this Agreement, Client agrees that CFISO is responsible for and will retain the authority for its decisions relating to certification, including granting, maintaining, renewing, extending, reducing, suspending and withdrawing of certification.

**c)** In the event that CFISO agrees to provide certification of Client's management system for purposes of conformance to any of the referenced standards in Section 14.3, Client agrees that it:

**i.** Will inform CFISO, without delay, of matters that may affect the capability of the management system to continue to fulfill the requirements of the standard used for certification.

**ii.** Will conform to the requirements of CFISO when making reference to its certification status in communication media such as the internet, brochures or advertising, or other documents and including the use of the CFISO mark, logo, and digital seal as set out in the Certification documentation or the symbol of any of CFISO's accreditation bodies.

**iii.** Will not make or permit any misleading statement regarding its certification.

**iv.** Will not use or permit the use of a certification document or any part thereof, or the CFISO certification mark, logo, and seal in a misleading manner.

**v.** Will, upon suspension or withdrawal of its certification, discontinue its use of the CFISO mark, logo, and seal as well as all advertising matter that contains a reference to certification, as directed by CFISO.

**vi.** Will amend all advertising matter when the scope of certification has been reduced.

**vii.** For management system certification only, will not use the CFISO mark, logo, and seal in such a way as to imply that the certification body certifies a product (including service) or process and will not allow reference to certification or the CFISO mark in connection with any laboratory test, calibration or inspection reports, as such reports are deemed to be products in this context.

**viii.** Will not imply that the certification applies to activities that are outside the scope of certification.

**ix.** Will not use its certification in such a manner that would bring the certification body, the management system, and/or scope of certification into disrepute and lose public trust.

**x.** Understands that CFISO shall at all times exercise proper control of ownership and shall take action to deal with incorrect references to certification status or misleading use of certification documents, marks or audit reports and that such action could include requests for correction and corrective action, suspension, withdrawal of certification, publication of the transgression and, if necessary, legal action.

**xi.** Understands that under suspension, both Client's scope of certification and applicable awards issued by CFISO are temporarily invalid.

**xii.** If notified by CFISO that its scope of certification is under suspension, agrees to refrain from further promotion of its certification and that CFISO shall make the suspended status of the certification publicly accessible and shall take any other measures it deems appropriate.

**xiii.** Agrees and acknowledges that failure to resolve the issues that have resulted in the suspension in a time established by CFISO must result in withdrawal or reduction of the scope of certification. (Note: In most cases, the suspension would not exceed 6 months).

**xiv.** Will, in the event of withdrawal or reduction in scope of certification, discontinue its use of all advertising matter that contains any reference to a certified status.

**xv.** Acknowledges and accepts that upon request by any party, CFISO must correctly state the status of certification of Client's defined scope as being suspended, withdrawn or reduced.

**xvi.** Acknowledges and accepts that upon CFISO receiving a complaint about Client's certification, CFISO is responsible for gathering and verifying all necessary information to validate the complaint and whatever else may be necessary.

**xvii.** Shall agree to make available to CFISO, when requested, the records of all complaints and corrective action taken in accordance with the requirements of the applicable standards as referenced within Section 14.3.

**xviii.** Accepts and acknowledges that CFISO will determine, together with Client and the complainant, whether and, if so to what extent, the subject of the complaint and its resolution is made public.

**xix.** Accepts and acknowledges that CFISO is, as a result of its accreditation, required to periodically permit a representative of governing accreditation bodies to witness the execution of the audit procedures during judgmentally-sampled assessments in order for CFISO to retain its registration as a certification body for select certification schemes. If selected by the accreditation body for this witness assessment, the audit team will be joined by additional assessor(s) from the accreditation body, who will act solely as an observer of the audit process and will not provide an opinion regarding the sufficiency of Client's responses and artifacts during the onsite portion of the audit. All travel and professional fee costs associated with additional witness assessor(s) are the responsibility of CFISO and will in no way increase the fee arrangement already agreed upon between Client and CFISO; and

**xx.** Will commit to continually fulfill the requirements for certification of the Client-defined scope, and to changes to requirements for certification in accordance with transition periods as duly announced by CFISO and its accreditation bodies.

## **15. GENERAL TERMS.**

**15.1 Confidentiality.** Each Party acknowledges the other Party's obligation to comply with, and each Party agrees to comply with, applicable legal and regulatory requirements with respect to confidentiality and the terms of any nondisclosure agreement between the Parties. If no such agreement exists, and except as required by applicable legal or regulatory requirement, each Party agrees that it will maintain and keep confidential and will not use or disclose to any third party any confidential or proprietary information relating to the other Party learned by or disclosed to such Party in connection with this Agreement.

**15.2 Assignment.** CFISO may assign or transfer any of its rights or obligations under this Agreement to a third party without the express written consent of Client;

however, Client may not assign or transfer any of its rights or obligations under this Agreement to a third party without the express written consent of CFISO, such consent not to be unreasonably delayed, conditioned or withheld.

**15.3 Entire Agreement.** This Agreement, which includes the Service Order as well as any written amendments, constitutes the entire agreement between the Parties and supersedes all previous communications, representations, understandings, and agreements between the Parties or any officer or representative of the Parties. No amendments or other variation to this Agreement will be effective unless in writing and signed by an authorized person on behalf of each Party.

**15.4 Purchase Orders.** Any purchase order or other document issued by Client will be effective only to confirm mutually agreed upon Services, Deliverables, and fees. Any legal terms or conditions on such purchase order or document will be of no effect.

**15.5 Force Majeure.** Neither CFISO nor Client will be liable for any failure to perform due to any cause beyond such Party's reasonable control.

**15.6 Relationship Between the Parties.** CFISO will perform its obligations under this Agreement as an independent contractor and not as an agent or joint venture partner of Client.

**15.7 No Third-Party Beneficiaries.** No term or provision of this Agreement is intended to be, nor will be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such third party will have any right or cause of action hereunder.

**15.8 Notice.** Notices required under this Agreement will be in writing and delivered in person or sent by overnight courier addressed to the addresses in the Service Order. Notice will be effective when sent by overnight courier or upon delivery if delivered in person.

**15.9 Severability.** If any provision of this Agreement is determined to be unenforceable or invalid, the remaining provisions of this Agreement will remain in full force and effect.