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This Scinary Cybersecurity, LLC Master Services Agreement (“**Ci tggō gpv**”) is entered into by

- 1.3. CLIENT acknowledges that this Agreement is a services agreement and SCINARY will not be delivering copies of any Software to CLIENT as part of the Services. All Software will reside on SCINARY's servers, which may be owned and operated by SCINARY or its vendors or subcontractors. The term "**Uqlwy ctg**" means the object code version of any software to which CLIENT is provided access as part of the Services, including any updates, modifications, and new versions.

- 1.4. CLIENT agrees to provide commercially reasonable information and assistance to SCINARY to enable SCINARY to deliver the Services. CLIENT is solely responsible for collecting, inputting and updating all CLIENT data. During the term of this Agreement, SCINAR

Services, Softw3

Services, Software or Documentation; use the Services, Software, or Documentation for application development, modification or customization purposes; use the Services, Software, or Documentation for timesharing, service bureau, or computer hosting services or otherwise for the benefit of a third party; remove any proprietary notices or labels; publish, display, assign, transfer, sublicense, time-share or rent the Services, Software, or Documentation; access the Services or use the Services, Software, or Documentation in order to build or support a similar product or service or a competitive product or service; permit anyone other than CLIENT's authorized employees to access or use any Services, Software, or Documentation; copy or duplicate the Services, Software or Documentation without the express written permission of SCINARY; or, disclose to any third parties the results of any Services or Software benchmark tests. All copies of the Documentation must contain all of SCINARY's titles, trademarks, copyright notices and other restrictive and t_ t_ and other

services may, in SCINARY's sole discretion, require program development ("Request for Program Development"). If SCINARY notifies CLIENT that a request for data or services will require Program Development, CLIENT will then submit a detailed Program Development request to SCINARY in writing. Depending upon the complexity of the request, SCINARY will either provide CLIENT with a time and cost ("Budget Estimate") estimate within thirty (30) days, or will notify CLIENT that additional time is needed due to the magnitude of the change, with a Time and Cost estimate presented to CLIENT within forty-five (45) days. Some Program Development deliverables may require the payment of third party charges, including (without limitation) recurring monthly charges, which will be estimated in the Time and Cost estimate ("Budget Estimate"). CLIENT will notify SCINARY within thirty (30) days after receipt of the Time and Cost estimate if CLIENT wishes to proceed with the Program Development.

5.2. CLIENT will pay SCINARY

information. A Disclosing Party's Confidential Information will also include information disclosed by third parties to the Disclosing Party under an obligation of confidentiality. SCINARY's Confidential Information includes (without limitation) the terms of this Agreement (including, without limitation, the Services, pricing, and other terms of this Agreement and all Supplemental Agreements and Attachments), all Services offered or delivered by SCINARY, all Software and Documentation, and all non-public information regarding features, functionality, methodology, modules, and performance of the Services, Software, and Documentation. CLIENT's Confidential Information includes non-public data provided by CLIENT to SCINARY to enable the provision of the Services (**Ewunqo gt Fcvc**

- 6.2. CLIENT owns, will continue to own, and will retain all right, title and interest in and to its own data and confidential information.
- 6.3. SCINARY owns, will continue to own, and will retain all right, title and interest in and to: (a) the Services, Software, and Documentation and all improvements, enhancements, upgrades, modifications, derivative works, feedback, and results of Program Development related thereto, (b) all software, applications, inventions or other technology developed in connection with the Services, Software, Documentation, Program Development, or support, and (c) all intellectual property rights, including (without limitation) all patent, copyright, trade secret, trademark and other proprietary rights, related to any of the foregoing. CLIENT agrees to assign, and hereby does assign, to SCINARY all right, title and interest, if any, that it now or in the future may have in the foregoing.
- 6.4. Notwithstanding anything to the contrary, SCINARY will have the right to collect and analyze data and other information relating to the provision, use and performance of the Services, Software, Documentation, and related systems and technologies (including, without limitation, information concerning CLIENT data and data derived therefrom), and SCINARY will be free (during and after the term hereof) to use such information and data to improve and enhance the Services, Software, and Documentation and for other development, diagnostic and corrective purposes in connection with the Services and other SCINARY offerings, provided that such information does not identify CLIENT's data, or include CLIENT's or CLIENT's customer's names. SCINARY will retain all intellectual property rights in such information compiled by SCINARY.
- 6.5. SCINARY will have, and CLIENT hereby grants to SCINARY, a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services, Software and Documentation, enhancement requests, recommendations or other feedback provided by CLIENT relating to the Services, Software, Documentation or the operation of the Services.
- 6.6. Third party technology that may be appropriate or necessary for use with some or all of the Services is specified in Supplemental Agreements, Attachments, or Documentation, as applicable. CLIENT's right to use such third party technology is governed by the terms of the relevant third party technology license agreements and not under this Agreement, unless otherwise provided in a Supplemental Agreement or Attachment.

7. RGTHQTO CPEG

- 7.1. CLIENT IS RESPONSIBLE FOR PROVIDING ACCURATE DATA TO SCINARY AND FOR THE ACTS AND OMISSIONS OF CLIENT'S EMPLOYEES. UNDER

God or of the public enemy, acts of the federal, state or local government or agencies, fires, floods, epidemics, quarantine restrictions, strikes, refusal or inability of a common carrier to provide communications capabilities, CLIENT or third party technology failures, earthquakes, shortage of labor, energy or materials, freight embargoes and unusually severe weather.

- 9.2. IN NO EVENT WILL EITHER PARTY, ITS AGENTS, SUPPLIERS OR CONTRACTORS, BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, PURSUANT TO, OR IN CONNECTION WITH THIS AGREEMENT OR IN ANY WAY RELATED TO THE SERVICES OR THE PERFORMANCE OF THE SERVICES OR THE SOFTWARE PROVIDED FOR HEREIN. SECTION 7 CONTAINS THE EXCLUSIVE TERMS GOVERNING, AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES FOR, ERRORS IN THE SERVICES, DATA, DATA PROCESSING OR DATA

10. YCTTCPVKGU

EXCEPT FOR THE FOREGOING, SCINARY MAKES NO WARRANTY TO CUSTOMER, OR ITS CUSTOMERS, END USERS, OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, TITLE, NONINFRINGEMENT, QUIET ENJOYMENT OR QUIET POSSESSION AND ANYTHING PROVIDED OR USED HEREUNDER, AS A RESULT OF THIS AGREEMENT.

11. FGHCWNV

If CLIENT has an undisputed balance due on any invoice for Services hereunder (including, without limitation, charges for Services, Time and Cost Charges, and Recurring Monthly Charges) which remains unpaid after sixty (60) days from the date of invoice and fails to pay such amount within fifteen (15) days of SCINARY's written notice thereof, or if CLIENT otherwise defaults in the performance of any of

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direct contact in connection with this Agreement, unless one year has passed since that person was last employed by the other party. General solicitation, such as - by way of example only - placing advertisements in newspapers and trade publications, does not constitute solicitation. Either party may hire any person who responds to such general solicitation without violating this Section 13.

14. TGNCVIQPUIR

Nothing contained herein will in any way constitute any association, partnership, or joint venture between the Parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. The Parties are separate and independent legal entities, and independent contractors as to each other and under this Agreement.

15. GPVKTGCI TGGO GPV

This Agreement includes all Supplemental Agreements and Attachments. This Agreement, including all existing and future (when added) Supplemental Agreements and Attachments, is the entire understanding and agreement between the parties and supersedes all pr

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Unless changed as provided herein, notices to SCINARY shall be sent to:

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