

Concierge Cyber® Membership Services Agreement

1. Concierge Cyber® Annual Membership

- 1.1. Membership.** In consideration for the Client's payment of the Membership Fee, Cyber Special Ops shall provide Client with a one-year term in its Concierge Cyber® Membership, unless terminated sooner in accordance with the terms of this Agreement, effective the date you pay the Membership Fee. Membership shall entitle Clients to the services provided for such membership as described in Exhibit A to this Agreement.
- 1.2. My-CERT® Content.** Cyber Special Ops will grant Client a non-exclusive, non-transferable license to access the documents, information and other resources on the My-CERT® website ("My-CERT® Content") for Client's general use only; no My-CERT® Content may be accessed or used by Client or others for purposes of developing, marketing, or selling products or services similar to those offered by Cyber Special Ops or any Service Provider (as defined in this Agreement) or for any purpose not authorized by this Agreement or the Terms of Use in effect on the My-CERT® website. Client may not republish, distribute, or otherwise disclose any My-CERT® Content to any person or entity. In addition, Client acknowledges and agrees that all My-CERT® Content does not constitute legal advice. Cyber Special Ops does not guarantee and makes no assurances, representations, or warranties about the accuracy, completeness, or reliability of any information in any My-CERT® Content or the services provided to Client by any Service Provider.
- 1.3. Access to My-CERT®.** As part of the Concierge Cyber® Membership provided to Client under this Agreement and described in Exhibit A, Cyber Special Ops shall provide Client with access to Service Providers, who, collectively, will provide Client with bundled services and resources, including access to the My-CERT® website at <https://my-cert.com> ("My-CERT website"). Client acknowledges and agrees that it may only access the My-CERT® website in accordance with the Terms of Use and Privacy Policy displayed thereon at the time of such access.
- 1.4. Service Providers.** As part of the Concierge Cyber® Membership provided to Client under this Agreement and described in Exhibit A, Cyber Special Ops shall provide Client with access to Service Providers at pre negotiated rates. If Client engages a Service Provider, and the Service Provider accepts the engagement, Cyber Special Ops will ensure that the Service Provider invoices its services to Client at the Service Providers' pre-negotiated rates with Cyber Special Ops. Client

acknowledges that any services provided to Client by a Service Provider shall be provided directly to Client by the Service Provider, and not by or through Cyber Special Ops. The Service Providers will invoice Client directly for the costs of all services provided, and Client acknowledges and agrees that it is solely responsible for payment to each Service Provider. Cyber Special Ops shall have no responsibility for or liability to Client or any Service Provider for any of costs, fees, or expenses of any kind by a Service Provider or Client in connection with a Service Provider. Client further acknowledges and agrees that Client will not seek payment, reimbursement or indemnification for any such costs, fees, or expenses from Cyber Special Ops at any time.

- 1.5. Use of Services.** Client acknowledges and agrees that it has full discretion and is solely responsible for using and taking advantage of the services and products available to it under the Concierge Cyber® Membership and that Cyber Special Ops shall have no duty or obligation to Client to require Client to do so. Client shall not receive a discount, refund, or proration of the Membership Fee for any portion of Concierge Cyber® Membership available to it under this Agreement that are not used during the annual term applicable to the Membership Fee. In addition, the allotment of hours and Concierge Cyber® Services available to Client under this Agreement shall not roll or carry over from term-to-term.

2. Confidentiality and Publicity

- 2.1. Confidentiality.** Client acknowledges and agrees that this Agreement and the terms herein, as well as all My-CERT® Content and the identity and costs and fee structures of all Service Providers that have been negotiated by Cyber Special Ops, is confidential and shall not be disclosed, published, or distributed to any person or entity outside of Client and shall not be used for any purpose except Client's legitimate business purposes as permitted by this Agreement.
- 2.2. Publicity.** Neither Party shall originate, produce, issue, or release, either by itself or through another person or entity, any written publicity, news release, marketing collateral, or other publication or public announcement relating in any way to this Agreement without the prior written approval of the other.

3. Warranties and Limitations

- 3.1. Disclaimer of Warranties.** EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, CYBER SPECIAL OPS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING ANY SERVICES OR PRODUCTS TO BE OR WHICH MAY BE PROVIDED TO CLIENT BY CYBER SPECIAL OPS OR ANY SERVICE PROVIDER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

AND ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE SERVICES, CONTENT, OR LICENSES HEREIN (INCLUDING WITHOUT LIMITATION, THE ACCURACY, COMPLETENESS, TIMELINESS OR TRUTHFULNESS OF SUCH CONTENT).

3.2. Non-Liability. Client acknowledges and agrees that the Concierge Cyber® Membership provided by Cyber Special Ops under this Agreement include referrals to Service Providers. Service Providers are referred on the basis of their reputation and quality of services provided and are expected to provide services and products that comport with or exceed industry standards. Cyber Special Ops is not, and may not be, liable or responsible for any unsatisfactory services or products provided by any Service Provider. CYBER SPECIAL OPS MAKES NO WARRANTY OR GUARANTEE, NEITHER EXPLICIT NOR IMPLIED, THAT ANY SERVICE PROVIDER WILL SATISFACTORILY PERFORM OR PROVIDE ITS CONTRACTED SERVICES AND/OR PRODUCTS TO CLIENT. CYBER SPECIAL OPS IS NOT LIABLE FOR ANY UNSATISFACTORY SERVICES OR PRODUCTS PROVIDED BY ANY SERVICE PROVIDER OR FOR ANY CLAIMS ARISING FROM, IN CONNECTION WITH, OR AS A RESULT OF ANY SERVICE PROVIDER'S INABILITY OR FAILURE TO PERFORM THEIR AGREED SERVICES OR PRODUCTS IN ANY WAY. Although Cyber Special Ops may suggest or refer a Services Provider, Client agrees that it is Clients' sole responsibility to determine if the Service Provider is satisfactory for Clients' needs or purposes.

LIMITATION OF LIABILITY. CYBER SPECIAL OPS' LIABILITY TO CLIENT, IF ANY, ARISING FROM, IN CONNECTION WITH, OR AS A RESULT OF THIS AGREEMENT, WHETHER DIRECTLY OR INDIRECTLY, IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY EACH CLIENT FOR CONCIERGE CYBER® MEMBERSHIP DURING THE PERIOD OF ONE (1) YEAR FROM THE DATE OF PURCHASE. CYBER SPECIAL OPS WILL NOT BE LIABLE TO CLIENT FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, MULTIPLIED, PUNITIVE OR ANY OTHER TYPE OF DAMAGES EVEN IF CYBER SPECIAL OPS HAD BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, SUCH ITEMS AS LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS AND/OR SERVICES. ANY CLAIM BROUGHT AGAINST CYBER SPECIAL OPS ARISING FROM, IN CONNECTION WITH, OR AS A RESULT OF THIS AGREEMENT MUST BE INITIATED WITHIN ONE (1) YEAR FROM THE DATE THE CLAIM FIRST COULD HAVE BEEN MADE OR BE FOREVER BARRED. THE REMEDIES MEMORIALIZED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO CLIENT AS AGAINST CYBER SPECIAL OPS.

4. Term and Termination

4.1. Term. The Initial Term of this Agreement with Client shall commence on the Effective Date and shall remain in full force and effect for one (1) year (the "Initial Term"), unless sooner terminated as provided herein. Immediately following the expiration date of the Initial Term (or any applicable Renewal Term), this Agreement shall automatically renew for a successive one (1) year Renewal Term unless a Party notifies the other Party in writing of its intent not to renew the Agreement prior to the expiration date. The Term of this Agreement shall include the Initial Term and all Renewal Terms.

4.2. Termination. Subject to Section 1.5 Use of Services, either Party may terminate this Agreement for any reason and at any time upon providing written notice to the other Party.

4.3. Effect of Expiration or Termination. In the event Client terminates this Agreement or a Client terminates its Concierge Cyber® Membership, Cyber Special Ops' obligations under this Agreement and/or such contract with Client shall cease immediately and neither this Agreement nor the terminating Client's Concierge Cyber® Membership will renew. In any such case Client shall not receive a return or refund of any portion of the Membership Fee already paid by or invoiced to the terminating Client and shall remain responsible for paying Cyber Special Ops any unpaid portions of Membership Fees paid by Client in accordance with this Agreement. In the event of a termination of this Agreement by Cyber Special Ops, access to the Concierge Cyber® Membership shall cease immediately upon such termination and the Agreement will not renew, but Cyber Special Ops shall refund to Client a pro-rata share of Clients' remaining Membership Fees for that Term.

4.4. Survivability. All of the Parties' other rights and obligations under this Agreement shall survive the termination of this Agreement. Expiration or termination of this Agreement by either Party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either Party from any liability for breach of such Party's obligations under this Agreement. Neither Party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a Party shall be without prejudice to any other right or remedy of such Party under this Agreement or applicable law or equity.

5. Inability to Perform. The failure in whole or partly of Cyber Special Ops to perform under this Agreement due to act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy, enactment, rule, order or act of government or governmental instrumentality (whether federal, state, or local); act of war; or outage of Internet backbone or services, shall not constitute a breach of this

Agreement by Cyber Special Ops, except to the extent of refunding any advance payments remitted by Client for the service or costs not provided.

6. Arbitration of Disputes. Any dispute, claim, or controversy arising from, in connection with, or as a result of this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be finally determined by arbitration exclusively in Cobb County, Georgia before one arbitrator. The arbitration shall be administered by the American Arbitration Association ("AAA") or such other alternative dispute resolution provider upon which the Parties may agree in writing pursuant to AAA's or the alternative dispute resolution provider's then current Commercial Arbitration Rules and Mediation Procedures. Judgment on the award may be entered in any court having jurisdiction over either one or both Parties.

7. Waiver. The waiver by either Party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or remedy that it has or may have under this Agreement operate as a waiver of any right or remedy.

8. Governing Law; Construction

8.1. This Agreement shall be construed in accordance with and governed exclusively by the laws of the State of Georgia without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of the State of Georgia to the rights and duties of the Parties.

8.2. This Agreement has been negotiated by the Parties and shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either Party. As used in this Agreement, "include," "includes," "including," and "e.g." shall mean "including, without limitation."

8.3. The captions and section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

8.4. This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted.

9. Relationship of Parties. The Parties each agree that the relationship created by this Agreement is that of independent contractor, and not that of employee and employer, and shall not be construed otherwise.

10. Notices. Any notices required by this Agreement shall be in writing and delivered personally, properly mailed via first class mail, or sent by nationally recognized, private

industry express courier service, to the address listed for each Party at the beginning of this Agreement. Any notices also must be emailed to the receiving Party prior to or contemporaneous with mailing and/or couriering. All emails to Cyber Special Ops must be directed to Kurtis.Suhs@CyberSpecialOps.com.

- 11. Severability.** If the application of any provision of this Agreement to any particular facts or circumstances shall for any reason be held to be invalid, illegal, or unenforceable by a court, arbitrator, or other tribunal of competent jurisdiction, then (a) the validity, legality, and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of this Agreement, shall not in any way be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties. In addition, if any provision contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it to be enforceable to the extent compatible with applicable law.
- 12. Entire Agreement; Amendment.** This Agreement (including any attachments or exhibits attached hereto) is the final, complete and exclusive agreement of the Parties with respect to the subject matter herein and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications, and agreements, whether written or oral, between the Parties relating to the subject matter herein. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the Parties.
- 13. Assignment.** This Agreement, and any rights Client may have under it, may not be assigned or transferred by Client.

Exhibit A

Your membership to Concierge Cyber® includes the following cyber risk management resources:

My-CERT® <https://my-cert.com/registration/> (Register with the password, mycert)
Cyber Special Ops' Cyber Emergency Response Team (CERT) provides your organization with experts to help you manage a cyber event. As a Concierge Cyber® client, you are guaranteed access to expert support when you need it at pre-negotiated rates.

On-Call Chief Security Officer (CSO)

Receive up to 2 hours per year with a CSO. The CSO can help your organization develop an effective strategy to assess and mitigate cyber risk that may include financial, operational, data, physical and reputational risk.

Ransomware Hostage Rescue Manual

A valuable guide to help you prepare, respond and recover from a ransomware attack.

Information Security Policy Templates

Download 12 information security policy templates for the rapid development and implementation of information security policies.