



800 Washington Ave N Suite 670
Minneapolis, MN 55401

NETSPI LLC MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN NETSPI LLC ("NetSPI") AND THE LEGAL ENTITY SIGNING BELOW ("CLIENT"), AS OF THE EFFECTIVE DATE OF THIS AGREEMENT. THIS AGREEMENT GOVERNS ANY EXHIBITS OR STATEMENTS OF WORK THAT ARE ISSUED PURSUANT TO THIS AGREEMENT NOW OR IN THE FUTURE.

1. **Term; Termination.** The term of this Agreement shall commence on the date that this Agreement is executed by NetSPI (the "Effective Date") and shall continue until terminated as set forth in this Section 1. This Agreement may be terminated by either party if the other party has committed a material breach of its obligations hereunder and fails to cure such breach within thirty (30) days following written notice of that breach from the non-breaching party. Termination of this Agreement terminates all SoWs that are in effect, and Client shall pay NetSPI for all work performed up to the effective date of termination.
2. **Statements of Work; Assumptions.**
 - a. NetSPI and Client shall execute one or more Statements of Work (each, a "SoW"). NetSPI shall provide the services identified in each SoW ("Services") and deliverables identified in each SoW ("Deliverables"). The SoW shall describe the term during which Services and Deliverables will be provided (if applicable) (the "Service Period"), and any additional terms and conditions concerning the Services and Deliverables. Each SoW shall be incorporated into and governed by this Agreement. In the event of any conflict between this Agreement and a SoW, the SoW will control.
 - b. The Services and Deliverables will be provided in accordance with the specifications, assumptions and terms contained in this Agreement and the applicable SoW. If any of these assumptions or specifications change, NetSPI reserves the right to increase Fees (as defined in Section 3 below) accordingly, and work may be delayed. All changes to SoWs will be documented in an amendment, change order or amended SoW signed by both parties. Fees quoted in any proposal from NetSPI (including any unsigned SoW) expire if not accepted within a period of thirty (30) days.
3. **Services; Warranty.** In consideration of the fees stated in the applicable SoW ("Fees"), NetSPI will provide the Services and Deliverables (collectively, the "Work Product") described in the SoW. Each party warrants to the other that the party has all necessary right, power and authority to enter into this Agreement and to perform its obligations under this Agreement. NetSPI warrants that all Services will be performed in a professional and workmanlike manner. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY ACKNOWLEDGES AND AGREES THAT THE OTHER HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES, OR AGREEMENTS OF ANY KIND, EXPRESS OR IMPLIED. THE PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF NON-INFRINGEMENT.
4. **Fees; Payment; Taxes.** Client shall pay NetSPI the Fees in the amounts and at the intervals set forth in the applicable SoW. Client shall also pay the reasonable travel and living expenses of NetSPI's employees, if any are incurred with Client permission. Client shall pay invoiced amounts within thirty (30) days of the invoice date unless a different due date is specified in a SoW. Client shall also be responsible for paying all applicable taxing entities for any taxes arising out of this Agreement, except for taxes imposed on NetSPI's income or employment-related taxes for NetSPI personnel (such as payroll and withholding). If Client fails to pay any invoiced amount within thirty (30) days after the invoice date, NetSPI may, without limiting its other remedies: (a) charge Client interest on the unpaid amount at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law; and (b) at NetSPI's option, suspend or stop providing Work Product. Client shall be responsible to NetSPI for all reasonable costs and fees (including, but not limited to, court costs, collection fees and attorney's fees) if NetSPI pursues any actions against Client to collect past due amounts owed NetSPI.

5. **Confidentiality; Publicity.** If information marked or identified by a party in writing as confidential or with similar marking (“Confidential Information”) is exchanged by the parties, each party agrees not to use the other party’s Confidential Information except in performance of its obligations under this Agreement, and not to disclose, sell, license, distribute or otherwise make such information available to third parties. A party retains ownership of and all intellectual property rights in its own Confidential Information, except to the extent a license is granted pursuant to the terms of this Agreement. Use by third party contractors may be permitted so long as such contractor has a need to know and agrees in writing to maintain the confidentiality of such information in a manner sufficient to meet the requirements of this Section 5. NetSPI may use statistical information concerning the existence of vulnerabilities and other security risks that is compiled as a result of the Services provided that it has been de-identified by NetSPI to remove all references to any information that would identify Client or its customers (“Compiled Data”) for the purpose of analyzing security trends and patterns, provided that the Compiled Data shall not include any Client Confidential Information. “Confidential Information” includes (but is not limited to) NetSPI Information (as defined in Section 6(b) hereof), and any term of this Agreement, including pricing, but does not include: (a) information that was publicly available at the time of disclosure or that subsequently becomes publicly available other than by a breach of this provision; (b) information previously known by or developed by the receiving party independent of the Confidential Information; or (c) information that the receiving party rightfully obtains without restrictions on use and disclosure. Client agrees that NetSPI may use Client’s name and logo on NetSPI’s website and for other marketing purposes, provided that NetSPI shall obtain Client’s approval before using Client’s name or logo in press releases, or publishing any quotes from Client personnel.
6. **Rights in Work Product.**
- a. Client agrees that it will only access the Services and use Deliverables as permitted by this Agreement and the applicable SoW. Upon Client’s payment of all Fees, NetSPI grants Client a nonexclusive, perpetual, royalty-free, nontransferable United States license to review and distribute the Deliverables internally for the purpose of assessing the results of the Services. Except as otherwise specifically provided in this Agreement, NetSPI does not transfer or assign to Client any copyright, trademark, patent, trade secret or other intellectual property rights or interests of any kind (collectively, “Rights”) in any Work Product.
 - b. Any NetSPI proprietary or Confidential Information used to perform the Services or prepare Deliverables, including but not limited to software, appliances, methodologies, code, templates, tools, policies, records, working papers, knowledge, data, screenshots, or other intellectual property, written or otherwise, and any Compiled Data (collectively, “NetSPI Information”), shall remain the exclusive property of NetSPI. NetSPI shall own all Rights in any NetSPI Information that is created, developed, or expanded by NetSPI, either on its own or with assistance from any third party in the course of providing the Services. To the extent that NetSPI incorporates any NetSPI Information into a Deliverable, such NetSPI Information shall be governed by the license to Deliverables granted to Client under subsection 6(a) above.
 - c. If tangible or intangible items of any kind that are owned by third party vendors are used by NetSPI to perform the Services, (“Vendor Items”), then such third party vendors shall retain all Rights in the Vendor Items subject to any separate written grant or license of any such Rights to NetSPI or Client, if any.
 - d. Client agrees that it will not, on its own or using any third party, copy, sell, license, lease, share, distribute, reverse engineer, decompile, translate, disassemble or otherwise attempt to derive data, content, source code, trade secrets or NetSPI Information from any Work Product. The terms of this paragraph apply, without limitation, to NetSPI Information consisting of policies, processes, procedures and other documentation, whether electronic or written, supplied by NetSPI to Client as part of the Work Product.
7. **Indemnification.**
- a. NetSPI shall defend and indemnify Client against any costs, liabilities or damages (including attorney’s fees) incurred by Client in a third-party claim or suit against Client which alleges that Client’s authorized use of any NetSPI Information provided as part of the Work Product infringes any copyright, trademark or trade secret of such third party. As a condition precedent to NetSPI’s indemnity obligation, Client must: (i) promptly notify NetSPI in writing of any such claim or suit; (ii) grant NetSPI control of the defense and resolution of the claim or suit

(including without limitation the right to select counsel to defend Client, and the right to settle on behalf of Client); and (iii) cooperate with NetSPI in connection with its defense. If Client is enjoined from using any NetSPI Information provided as part of the Work Product, or if NetSPI believes that such NetSPI Information is likely to become the subject of an infringement claim, NetSPI shall at its option: (i) obtain the right for Client to continue to use such Deliverable; or (ii) replace or modify the Deliverable so as to make it non-infringing and substantially comparable in functionality. If after using commercially reasonable efforts NetSPI is unable to accomplish the actions described in the previous sentence, Client shall destroy or return all such Deliverables to NetSPI and NetSPI's sole liability shall be to refund Client the amount paid to NetSPI for the infringing portion of such Deliverable. Notwithstanding the foregoing, NetSPI will have no indemnity obligation, responsibility or liability to Client for any infringement claim based on: (v) use of a Deliverable in a manner not described in the applicable SOW, documentation or instructions provided by NetSPI; (w) modification of any Deliverable other than by NetSPI; (x) the use or combination of any Deliverable with products or services not supplied by NetSPI; (y) information supplied by Client to NetSPI that is used as the basis for Services or included in any Deliverable; or (z) Client's use of a superseded version of the Deliverable if the infringement could have been avoided by using the latest version of the Deliverable.

- b. If the willful misconduct or negligent act or omission of either party or its employees during the performance of Services on Client's premises causes or results in the: (i) loss, damage to or destruction of tangible property of the other party; and/or (ii) death or injury to any person, then the party that committed such willful misconduct or negligent act or omission shall indemnify, defend and hold the other party harmless from and against any and all, damages, liabilities, costs and expenses incurred in any resulting claim or suit by any third party (including reasonable attorney's fees of defending such claims). This duty to indemnify is conditioned on the indemnified party: (i) promptly notifying the indemnifying party, in writing, of any such claim or suit; (ii) granting the indemnifying party sole control of any such claim or suit (including without limitation the right to select counsel to defend and settle such claim or suit); and (iii) cooperating with the indemnifying party in connection with the defense of such claim or suit.

- 8. **Limitation of Liability.** In no event shall NetSPI be liable for any incidental, consequential, special, punitive, exemplary or indirect damages, demands, costs, fees, lost business profits, lost data or downtime arising out of this Agreement, NetSPI's relationship with Client or the Work Product. NetSPI's total aggregate liability to Client for all losses, damages, costs, claims, suits, causes of action or other obligations of any kind combined ("Loss") shall not exceed the total amounts paid by Client to NetSPI for the Services that caused the Loss in the twelve (12) months preceding Client's first notification to NetSPI of the Loss.

9. Access; Compliance Responsibilities.

- a. To enable the Services to be performed, Client may be required to grant NetSPI or its agents access to an environment controlled by Client. NetSPI and its agents will observe any reasonable security procedures provided by Client to NetSPI when such access is required. Client will provide NetSPI personnel with necessary space and any other requirements reasonably needed to provide the Work Product at the Client's location. Client shall be responsible for providing storage and security for hardware, equipment or other items of NetSPI at Client's location, and shall be responsible for any losses or damages to such hardware, equipment or other items at Client's location. Client will provide NetSPI with access to uninstall and reclaim any items installed by NetSPI in the Client-controlled environment that were used to perform the Services. If Client fails, refuses, or unduly delays its compliance with the terms of the prior sentence, then NetSPI may invoice Client for the full cost of such items.
- b. The Services follow a defined method based on industry vulnerability standards (such as OWASP Top 10) that target the most common or likely weaknesses, vulnerabilities and exploits on the in-scope resources being tested. A weakness, noncompliance issue or vulnerability may not be discovered if evidence of it is not encountered during the performance of the Services, or if it is a new, unknown or unlikely weakness, vulnerability or exploit. If Services include testing, assessment or advice related to elements required under a particular law, regulation or standard, Client understands that such Services are not legal advice, and that although Work Product may assist Client in its efforts to achieve compliance with applicable laws, regulations, and standards, Client is ultimately responsible for ensuring that it meets all compliance requirements.



10. **Force Majeure.** NetSPI shall not be responsible for any failure to perform under this Agreement which is due to causes beyond its control including, without limitation, problems with the Internet or any connections thereto, Client's hardware or software problems, telecommunications failure, computer virus, third-party interference, network failure, wars, civil disturbance, court order, legislative or regulatory action, catastrophic weather conditions, pandemic, power or utility failure, or acts of God.
11. **Independent Contractor Relationship.** NetSPI is an independent contractor and neither NetSPI, nor its employees, shall be deemed an employee or agent of Client. Nothing about this relationship shall be construed to make the two entities partners, joint venturers, or business affiliates and neither party shall have the authority to make representations or commitments on behalf of the other.
12. **Complete Agreement; Non-Waiver; Assignment; Notification.** This Agreement, including all exhibits and any SoWs, contains the complete agreement between the parties relating to the Services and Deliverables, and supersedes all prior offers, negotiations, understandings, and agreements. Notwithstanding the expiration or termination of this Agreement or any extension or renewal period, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or earlier termination, including Sections 3, 4, 5, 6, 7, 8, 9(a), 11, 12 and 13, shall survive the termination of this Agreement. No additional or different terms or conditions, whether material or immaterial, shall become a part of this Agreement unless expressly set forth in a change order or amendment signed by authorized officers of NetSPI and Client. If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Client may not assign any rights and obligations under this Agreement without NetSPI's prior written consent. NetSPI may assign this Agreement as part of a sale of all or substantially all of NetSPI's assets or stock to a third party, or encumber it as an asset of the Company. All notices given pursuant to this Agreement must be in writing and sent to the party's signatory at the address noted for that party in the signature block of this Agreement, and shall be effective: (i) upon receipt if hand delivered (including by any express or overnight delivery service); (ii) on the next business day after being sent by email to the e-mail address in the signature block of this Agreement, provided that the recipient acknowledges receipt; or (iii) on the third business day following deposit with the postal service by certified mail, return receipt.
13. **Governing Law and Forum for Disputes.** This Agreement shall be deemed to have been made in the State of Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to principles of conflicts of law. The parties mutually, expressly, irrevocably, and unconditionally waive trial by jury for any proceedings arising out of or relating to this Agreement. The parties irrevocably consent to the sole jurisdiction of the United States District Court located in St. Paul, Minnesota or the Minnesota state courts located in Ramsey County, Minnesota, as applicable under federal and state rules and jurisprudence relating to jurisdiction, for the resolution of any disputes between them. This does not, however, prohibit the parties from mutually attempting to solve disputes informally.

<Client>

NetSPI, LLC

By: _____
Printed: _____
Title: _____
Date: _____
Address: _____

E-mail: _____

By: _____
Printed: _____
Title: _____
Date: _____
Address: 800 Washington Ave. N., Ste. 670
Minneapolis, MN 55401

E-mail: legal@netspi.com