

Master Strategic Partnership Agreement

This Master Strategic Partnership Agreement (the “Agreement”) is entered into, between ControlMap, Inc. (“ControlMap”), a Delaware corporation with its principal place of business located at 2018 156th AVE NE BELLEVUE, WA 98007, and you “Partner” (each, a “Party” and collectively, the “Parties”). The Agreement addresses the general relationship between the Parties and may be supplemented by one or more Schedules which are hereby incorporated by reference.

Whereas ControlMap has developed certain technologies and support capabilities, as further described below, for the management of cybersecurity compliance activities; and Partner provides consulting and cybersecurity, cybersecurity compliance, or similar services for third-party clients (the “Customer”); and Partner wishes to use, and ControlMap is willing to provide, certain software (the “Software”); and the Parties wish to engage in activities for the benefit of the Parties’ respective businesses.

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions.

- 1.1. “Customer Confidential Information” and “Customer Data” means information entered into the Software by a Customer, or by Partner, acting on behalf of a Customer.
- 1.2. “Documentation” means the ControlMap website information and materials, relating to the use of the Software and Hosting Services, made available to Partner in connection with the license of the Services.
- 1.3. “Intellectual Property Rights” means current and future world rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar right.
- 1.4. “Maintenance Release” means any update, upgrade, release or other adaptation or modification of the Software, including any updated documentation, that the ControlMap may generally provide to its licensees from time to time during the term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, and includes any New Version.
- 1.5. “Materials” means all systems, software, equipment, technology, documentation, reports, notes, tools, methods, methodologies, processes, procedures, workflows, inventions, forms, data, data formats, data compilations, program names, designs, drawings, videos and other material created, furnished or made available by ControlMap in connection with the Agreement.
- 1.6. “New Version” means any new version of the Software that ControlMap may from time to time introduce and market generally as a distinct licensed product, as may be indicated by ControlMap’s designation of a new version number.
- 1.7. “Order” or “Order Form” means a purchase order, a Schedule, a (“SOW”) or other document intended by Partner to request Professional Services.
- 1.8. “Schedule(s)” or “Exhibits” means a document setting forth (i) the specific Applications provided by ControlMap, (ii) ControlMap Support Policies, or (iii) supplemental agreements governing specific selling opportunities.

- 1.9. “Professional Services” in the case of Partner, means those services performed by Partner on behalf of their Customer, some of which may be subcontracted to ControlMap. In the case of ControlMap, “Professional Services” means those activities defined in a Statement of Work, and performed by ControlMap as a subcontractor to Partner in a Customer engagement.
- 1.10. “Software” means the computer software in object code form owned or distributed by ControlMap for which Partner is granted a both a license pursuant to this Agreement and a right to use named Software to provide Professional Services to Customers; the user guides and manuals for use of the software (“Documentation”); and any Maintenance Release or New Version.

2. Certification.

- 2.1. Partner represents and warrants that it will maintain a minimum of one (1) ControlMap-certified Partner employee at all times during the Term and that ControlMap-certified employees and/or subcontractors will be used to guide the provision of Professional Services to Customers which require the use of ControlMap Software. Partner agrees that failure to maintain the minimum number of certified employees and/or subcontractors for this purpose is a material breach of this Agreement, for which ControlMap, at its sole option, may terminate this Agreement.
- 2.2. ControlMap will provide training (the “Certification Program”) to Partner personnel, at the Partner’s request and on terms agreeable to both Parties.
- 2.3. ControlMap reserves the right to modify and/or add to the Certification Program from time to time. Partner agrees to refresh training, as necessary, to properly utilize added or changed functionality incorporated in upgrades to ControlMap products or additions to ControlMap’s product suite. ControlMap reserves the right to revoke the certification of any personnel who cannot demonstrate adequate proficiency in the use of Software.

3. Project Responsibilities.

In any opportunity in which the Parties provide Software and Professional Services to a Customer, rights and responsibilities shall be allocated as follows:

3.1. Software.

3.1.1. Protection of ControlMap Intellectual Property. Partner represents and warrants that it shall provide at least the same degree of protection to ControlMap Intellectual Property Rights as it would to its own, but in no case, less than a reasonable degree of protection.

3.1.2. Ordering Subscription Services. Upon submittal of ControlMap-approved pricing information by Partner, ControlMap shall establish a ControlMap-hosted instance for use with the designated customers. Unless otherwise agreed by the Parties, ControlMap will perform all services required to make the baseline Software available for Customer’s use.

3.2. Professional Services. Partner shall have the exclusive right to market and sell Professional Services to the Customer. Partner shall negotiate, directly with the Customer, the terms and conditions of the sale of Professional Services using either its standard contract documents or those of the Customer, provided that said contracts (i) fully protect ControlMap Intellectual Property Rights; (ii) do not allow the Customer to assert any claims that work done with, by, or to the Software is work product; and (iii) allow Partner to subcontract at least some portion of its Professional Services obligations. To be clear, ControlMap disclaims any work product language, establishing rights to ControlMap Intellectual Property rights on the part of Partner or of any third

party.

- 3.2.1. Partner shall be responsible for all Professional Services delivery to the Customer and will manage all aspects of the Professional Services relationship with the Customer. Partner will engage ControlMap as a subcontractor, at the rates agreed upon in a Statement of Work or as otherwise set forth in an Order Form to perform all technical services related to Software including, but not limited to, implementation, configuration, integration, maintenance, and other services as agreed upon by the Parties and which are required for a particular Customer.
- 3.2.2. Partner shall be responsible for all first-level support services provided to Customer. ControlMap shall provide support services to certified Partner resources in accordance with ControlMap's Support Plan but shall have no direct Support Service obligation with respect to the Customer.
- 3.2.3. Subcontracted Services. Upon Partner's request, ControlMap shall timely provide a Statement of Work (the "SOW"), governed solely by the terms and conditions of this Agreement, for each Customer engagement, which details the technical work to be performed by ControlMap during Software implementation period, based on technical requirements related to the Customer's unique environment. Upon Partner's request during the sales process, ControlMap shall timely provide a Professional Services estimate, responsive to Partner's requirements regarding the Customer's needs, detailing projected ControlMap services and costs. ControlMap shall not be bound by this estimate if ControlMap is unaware of any unusual circumstances or requirements in the Customer's environment at the time the SOW is made.

4. Provision of Software and Hosting Services.

- 4.1. License Grant for Partner's Internal Use. Subject to the terms and conditions of this Agreement, at no charge or fee to Partner, ControlMap hereby grants to Partner a non-exclusive, revocable, and non-transferable right to use, during the term of this Agreement:
 - 4.1.1. One copy of the Software, in a site, hosted by ControlMap and located in the United States, which may be used by Partner.
 - 4.1.2. Maintenance releases and new versions of the Software that ControlMap will be made available to Partner when they become commercially available. ControlMap will keep Partner informed as to ControlMap's schedule for new versions and releases of the Software.
- 4.2. Providing Licensed Services for Customer.
 - 4.2.1. Partner represents and warrants that all contracts between Partner and Customer will include a grant of rights to the Software no greater than what ControlMap grants to Partner in Section 3.2; and will include restrictions as set forth in Section 3.3 below (General License Restrictions).
 - 4.2.2. Subject to the terms, conditions, and restrictions of this Agreement, Partner has a non-exclusive, revocable, and non-transferable right to access and use the Software in providing Customers all Professional Services which require the use of the Software.
 - 4.2.3. ControlMap will provide, to Partner, as set forth in an Order Form, an instance of the Software, located on an ControlMap-hosted server, for Partner's use in providing services to the named Customer.

4.3. General License Restrictions.

4.3.1. Neither Partner nor any of its Customers shall have any rights to Source Code of any Software or any rights to create any derivative works or make translations of the Software.

4.3.2. Partner shall not and shall not allow others to: (i) modify the Software; (ii) merge the Software with other software; (iii) reverse engineer, decompile, disassemble, decode or adapt the Software or otherwise attempt to derive the source code for the Software; (iv) disclose to third parties the results of any bench tests performed on the Software without ControlMap's prior written consent; (v) access the ControlMap Intellectual Property in order to develop a competing product or service, including a custom application that automates or otherwise addresses a business process automated by an ControlMap software application; (vi) otherwise use, copy or distribute the Software except as expressly allowed hereunder; or (vii) export the Software in violation of U.S. laws and regulations.

4.3.3. Partner shall not allow others, including Customers, to license, sub-license, sell, re-sell, lease, transfer, distribute or time share the ControlMap Intellectual Property.

4.3.4. Partner's agreement with a named Customer shall provide that Customer return or destroy any Software, equipment, and related Documentation provided to Customer, provided to Customer, upon termination of the agreement between Customer and Partner.

4.4. Hosting Provisions. ControlMap agrees to perform hosting services for Partner and its Customers, on behalf of Partner.

4.4.1. ControlMap will subcontract for such services with third party application hosting providers ("Third Party Provider") in its sole discretion. The Third-Party Provider will perform such services for ControlMap at its data centers located solely in the United States, unless otherwise provided for in and Order Form.

4.4.2. ControlMap represents that other than Third Party Provider as described herein, no other third party shall have access to any Customer Confidential Information or any other Customer Data, information and materials provided by Customer or Partner. ControlMap agrees that it shall require Third Party Provider to be obligated to confidentiality, data security, and data protection requirements that are no less stringent than those set forth in this Agreement.

4.4.3. ControlMap shall remain responsible and liable for all of its obligations under this Agreement and shall be responsible and liable for any and all acts or omissions of Third-Party Provider, any contractor or any other third party that it utilizes to provide the Professional Services hereunder to the same extent as if such acts or omissions were by ControlMap.

4.4.4. ControlMap shall maintain and enforce an information security system, policies, and procedures with respect to the performance of its Professional Services hereunder that are equal to the best industry practices and standards, including technical and organizational safeguards against accidental, unlawful, or unauthorized access, use, destruction, loss, alteration, disclosure, transfer of any Customer information, data or materials.

4.4.5. Partner agrees that ControlMap shall not be held responsible for situations where a third party (end customer) has intentionally or accidentally exploited security gaps, weaknesses or flaws which may exist in third party systems that may be connected with ControlMap's Software.

4.4.6. Passwords, Access, and Notification. As set forth in an Order Form, Partner may provide

and assign unique passwords and usernames to each authorized user for each seat purchased. Partner acknowledges and agrees that Partner is prohibited from sharing passwords and/or usernames with unauthorized users. Partner will be responsible for the confidentiality and use of Partner's (including its employees' and Customers') passwords and usernames.

4.4.7. Third Party Software. Partner agrees to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by ControlMap. Until notified otherwise by ControlMap, Partner agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by ControlMap and to follow logon procedures for services that support such protocols.

4.4.8. Transmission of Data. Partner understands that the technical processing and transmission of Partner's electronic communications is fundamentally necessary to Partner's use of the Service. ControlMap is not responsible for any compromise of data transmitted across computer networks not owned or operated by ControlMap or telecommunications facilities, including, but not limited to, the Internet.

4.4.9. Access. ControlMap will provide 24x7x365 web-based access to the Partner's stored data and information on a continuous basis with the exception of any scheduled or emergency downtime.

4.4.10. Security Best Practices. ControlMap shall provide a secure environment for Partner's Customer Confidential Information, and any hardware and software to be provided or used by ControlMap as part of its performance under this Agreement, in order to protect the same from unauthorized processing, destruction, use, modification, or disclosure. ControlMap represents and warrants that the security measures it takes in performance of its obligations under this Agreement are, and will at all times remain, at the highest of the following (collectively referred to herein as "Security Best Practices"): (i) security practices generally recognized as industry standards and as further set forth in Schedule A; (ii) the security requirements, standards, obligations, specifications and event reporting procedures in this Agreement, including any Statement of Work; and (iii) any security requirements, standards, obligations, specifications and/or event reporting procedures required by any relevant data law. Additionally, ControlMap shall contractually require any subcontractors or agents with access to Partner's Customer Confidential Information to adhere to Security Best Practices. Without limiting or affecting Partner's rights under this Agreement, if ControlMap or ControlMap subcontractors or agents discover or are notified of a breach or potential breach of the foregoing relating to Partner's Confidential Information, ControlMap shall expeditiously (A) notify Partner of such breach or potential breach, (B) investigate and use commercially reasonable efforts to remediate the effects of such breach or potential breach, and (C) provide assurances satisfactory to Partner that such breach or potential breach will not recur. Each Party shall bear the costs of any remediation or mitigation to the extent the breach or security incident was caused by it.

Any notifications to Customers of security breaches involving Partner's Customer Confidential Information will be handled exclusively by Partner and ControlMap may not under any circumstances, unless otherwise required to do so by applicable laws, contact Customers relating to such security breach.

5. Ownership and Reservation of Rights to Intellectual Property.

5.1. ControlMap Intellectual Property.

5.1.1. ControlMap and its licensors own all right, title and interest in and to the Software,

Documentation, and other ControlMap Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, ControlMap reserves all rights, title and interest in and to the Software and Documentation, including all related Intellectual Property Rights (together, the “ControlMap Intellectual Property”). No rights are granted to Partner hereunder other than as expressly set forth herein. ControlMap shall have a royalty-free, worldwide, non-exclusive, nontransferable irrevocable, right to make, use, sell, offer for sale, import, or otherwise incorporate into the Software and Documentation, any suggestions, enhancements, recommendations, or other feedback provided by Partner relating to the Software, Documentation and Services directly related to ControlMap’s Software.

5.1.2. Professional Services. All rights, titles and interest to all recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by ControlMap in the course of performing Professional Services, or co-developed by the Parties hereunder, including all trade secrets, copyrights and other Intellectual Property Rights pertaining thereto vests in ControlMap. Nothing contained in this Agreement shall be construed as transferring any such rights to Partner or any third party except as expressly set forth herein.

5.1.3. Pre-existing Materials. ControlMap acknowledges that, in the course of performing the Professional Services, ControlMap may use software and related processes, instructions, methods, and techniques that have been previously developed by Partner (collectively, the “Pre-existing Materials”) and that same shall remain the sole and exclusive property of Partner.

5.2. Partner Intellectual Property.

5.2.1. Partner (or, to the extent applicable, third-party licensors) will own all Intellectual Property Rights in and to all material that Partner creates, furnishes, or makes available in connection with this Agreement (“Partner Intellectual Property”). Subject to any limitations or restrictions set forth in agreements between Partner and third-party licensors, Partner will grant ControlMap a nonexclusive, royalty-free, worldwide, non-exclusive, nontransferable, revocable license to use, in accordance with this Agreement and for the sole purpose of providing Professional Services to Partner or Customer, any Partner Intellectual Property furnished to ControlMap pursuant to this Agreement.

5.2.2. Except as set forth in this Section, ControlMap hereby expressly disclaims any right, title or interest to Partner Intellectual Property and Pre-existing Materials.

5.3. Each Party shall use the other Party’s Intellectual Property in accordance with any usage guidelines or other policies which the other Party may provide from time to time. Each Party shall not adopt any of the other Party’s trademark, trade name, or service mark which is confusingly similar to each respective Party’s trademarks. Each Party acknowledges that the other Party owns its respective trademarks, and all use of the trademarks by each respective Party shall inure solely to the benefit of the owner of such trademarks.

5.4. Nothing herein shall be construed as granting either Party any property rights, by license or otherwise, to any Confidential Information of the other Party, or to any invention or any patent, copyright, trademark, or other intellectual property right of the other Party except as specifically provided for in this Agreement. Neither Party shall make, have made, use or sell any product or service nor other item using, incorporating or derived from any of the other Party’s Confidential Information except as provided in this Agreement or a related Schedule.

6. Confidentiality.

6.1. Confidential Information. Each recipient of Confidential Information (the “Recipient”) agrees that

it will not disclose, provide, or otherwise make available any Confidential Information of the other Party (the "Disclosing Party") during the Service Term and for a period of three (3) years thereafter, and in the case of Confidential Information that constitutes a trade secret under applicable law, for as long as such Confidential Information remains a trade secret. "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing, the financial terms of this Agreement are the Confidential Information of both parties.

- 6.2. Each Recipient agrees that it will obtain confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section from each third-party (consultant, Customer, or any other person) not governed by this Agreement who is provided access to the Confidential Information of the Disclosing Party. In addition, each Recipient agrees that it will not:
 - 6.2.1. use the Disclosing Party's Confidential Information for any purpose beyond the scope of this Agreement;
 - 6.2.2. copy any part of the Confidential Information or disclose any part of the Confidential Information to any person other than Recipient's employees or consultants who need the information to perform their duties;
 - 6.2.3. authorize or permit any such employee or consultant to use or disclose any part of the Confidential Information in violation of this Agreement;
 - 6.2.4. reverse engineer, de-compile, or disassemble any of the Confidential Information nor use any of the Confidential Information for the purpose of reverse engineering, de-compiling, or disassembling the Software, the software elements of the Professional Service; or
 - 6.2.5. produce any product nor offer any service of any nature whatsoever based in whole or in part on the Confidential Information nor cause or assist any other person in doing so.
- 6.3. Exclusions. The Recipient's obligations under this Agreement will not apply to any portion of the Confidential Information that:
 - 6.3.1. At the time of disclosure to Recipient, was in the public domain or subsequently becomes a part of the public domain through no breach of this Agreement;
 - 6.3.2. Recipient had in its possession at the time of disclosure by the Disclosing Party, as established by written Documentation in existence at that time, and that was not acquired directly or indirectly from the Disclosing Party or with knowledge of confidentiality restrictions;
 - 6.3.3. Recipient subsequently acquires by lawful means from a third-party who is under no obligation of confidentiality or non-use owed to Disclosing Party; or
 - 6.3.4. Recipient subsequently independently develops without any use of or reference to the Confidential Information.

- 6.4. Disclosure Pursuant to Legal Process. If Recipient is legally compelled to disclose any portion of the Confidential Information in connection with a lawsuit or similar proceeding or to any governmental agency, to the extent legally permitted Recipient will give Disclosing Party prompt notice of that fact, including in its notice the legal basis for the required disclosure and the nature of the Confidential Information that must be disclosed, unless such disclosure is prohibited by law, regulation or court order. Recipient will cooperate to the extent legally permitted with Disclosing Party in obtaining a protective order or other appropriate protection relating to the disclosure and subsequent use of the Confidential Information.
- 6.5. Enforcement. Recipient acknowledges that Disclosing Party may have no adequate remedy at law should Recipient breach its Confidentiality obligations and agrees that Disclosing Party will be entitled to enforce its rights under this Section 5 by seeking appropriate equitable relief including a temporary restraining order and an injunction. No delay or failure by Disclosing Party in exercising any right under this Agreement will be construed to be a waiver of that right or of the right to assert a claim with respect to any future breach of this Agreement.
- 6.6. Return of Confidential Information. Upon written request by the Disclosing Party, the Recipient will return any portion of the Confidential Information that the Recipient no longer has the right to use, including all copies of that Confidential Information, and all abstracts, summaries or documents produced using that Confidential Information, or, if so directed by the Disclosing Party in writing, the Recipient will destroy all copies of that Confidential Information (including abstracts, summaries or documents produced using that Confidential Information) and will certify to the Disclosing Party in writing that all copies, abstracts, summaries and documents have been destroyed, provided, however, that Recipient may retain Confidential Information (i) as may be required by law, rule, regulation, administrative order, (ii) pursuant to bona fide corporate governance or record-keeping policies, or (iii) as may be reasonably necessary in connection with standard computer back-up procedures (it being acknowledged that no action shall be required to delete information from computer back up or other electronic archives). The Recipient is responsible for providing the protections of this Agreement to any retained Confidential Information for so long as it retains the Confidential Information; and such obligation shall survive termination of this Agreement.

7. General Partner Support.

Each of the Parties will support the other Party's efforts in the following ways:

- 7.1. Assist in the development of a joint marketing plan and supporting materials;
- 7.2. Assist in strategic account planning, when appropriate; provide electronic and printed co-marketing materials for distribution;
- 7.3. Provide marketing and sales support to the other Party, as reasonably requested by the other Party.

8. Fees and Taxes.

- 8.1.1. Fees and Payment. The Parties will cooperate in developing an Order Form which details pricing and the Software and ControlMap Professional Services partner will be billed for each tenant based on the parameters set forth in the order form.
- 8.1.2. Except as expressly set forth in the applicable Order Form or SOW (a) Software and hosting fees are invoiced in arrears each month based on usage; (b) Professional Services fees are invoiced as set forth in the Order Form (including reasonable travel expenses)

monthly in arrears; and (c) Partner shall pay each invoice in full within thirty (30) days after the date of invoice, in U.S. dollars. ALL FEES ARE BASED ON SERVICES RIGHTS ACQUIRED AND NOT ON ACTUAL USAGE.

8.1.3. Failure of Partner to collect payments from a Customer shall not relieve Partner of its obligation to pay any monies due to ControlMap.

8.1.4. Partner will pay, in accordance with the payment plan of the subscription, for ControlMap certification training of Partner personnel in the use of ControlMap's products.

8.2. Taxes. If applicable, each Party shall be responsible for any duties, customs fees, or taxes, including any interest and penalties which arise from the sale of their respective products and services. If a Party not responsible for the tax is obligated to collect or pay such taxes, they may invoice the same to the other Party, unless that Party provides the other Party with a valid tax exemption certificate authorized by the appropriate taxing authority. If a Party is required by law to withhold any taxes from its payments to the other, they must provide the other Party with an official tax receipt or other appropriate Documentation to support such payments. Each Party represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. In no event shall either Party pay or be responsible for any taxes imposed on, or with respect to, the other Party's income, revenues, gross receipts, personnel or real or personal property or other assets.

8.3. Quarterly Reporting. Upon ControlMap's request after each 3-month period during the Term (a "Report Period"), starting with the Effective Date, Partner must provide ControlMap a statement setting out the following information:

8.3.1. for all Customer agreements entered into during the Report Period, the identity of the Customer and the time-period in which the Customer will be served, and the number of matters being services for the Customer;

8.3.2. for all Customer agreements that terminated or expired during the Report Period, the identity of the Customer;

8.3.3. Any other information reasonably requested by ControlMap from time to time in its reasonable discretion.

8.3.4. Partner must maintain accurate and detailed records of transactions arising under the terms of this Agreement, for a period of seven (7) years (effective even after termination of this Agreement) to:

8.3.4.1. demonstrate its compliance with this Agreement;

8.3.4.2. enable ControlMap to verify the accuracy of the statements referred to in this Section 7.3.

8.4. Audit. ControlMap shall have the right, at ControlMap's expense, to periodically confirm Partner's compliance with the terms of any Order Form or of this Agreement. Not more than once per quarter (unless Partner has previously been in default), on 10 days' written Notice from ControlMap, Partner must allow ControlMap or its nominated representative to inspect and audit the records referred to in Section 7.3.4 during normal business hours at Partner's premises and to take copies of such records. Partner shall provide any reasonable assistance to ControlMap in conducting an audit.

8.4.1. If an audit reveals that Partner has underpaid any Fees to ControlMap, (a) Partner must pay such amounts within ten (10) business days of receipt of invoice to ControlMap including interest, at a rate equivalent to the then current Consumer Price Index (“CPI”), from the date on which such Fees were due until the date of payment and (b) purchase additional rights to bring the actual use into compliance with permitted rights.

8.4.2. In addition to amounts payable by Partner under Section 7.1, if an audit reveals that Partner has underpaid Fees to ControlMap by 5% or more, Partner must reimburse ControlMap on demand for all reasonable expenses associated with such audit (including travel and accommodation costs).

8.5. Fees paid by Partner to ControlMap are non-refundable except as expressly provided in this Agreement. Unless otherwise indicated by ControlMap, all Fees are exclusive of taxes and any shipping or freight. If Partner is required by law to withhold or deduct any amount from the Fees, Partner must increase the amount paid such that ControlMap receives the full amount of the Fees specified under this Agreement net of any withholding or deduction. Partner must give ControlMap copies of all relevant tax receipts and documentation so that ControlMap may verify any withholding or other taxes.

9. Term and Termination.

9.1. Initial Term and Renewal. Unless earlier terminated pursuant to the terms of this Agreement, the term of this Agreement shall be one (1) year from the Effective Date (together with any renewal thereof, the “Term”). This Agreement shall automatically be renewed for additional one (1) year terms unless one Party gives the other Party written notice of its intent not to renew this Agreement for an additional contract year no later than thirty (30) days prior to the expiration of the then Term.

9.2. Termination for Cause. Either Party may terminate this Agreement if the other Party breaches any material term or condition of the Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach; provided, that this Agreement may be terminated immediately upon a breach of provisions related to Confidential Information. In the event either Party terminates this Agreement for breach, termination shall not affect the other Party’s financial obligation to make any required payments hereunder.

9.3. Termination for Insolvency. This Agreement shall automatically terminate without notice if the other Party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors, if that proceeding is not dismissed with prejudice within sixty (60) days after filing, such termination to be effective as of the time immediately prior to the effectiveness of the related uncured bankruptcy, insolvency, receivership, liquidation, or assignment for the benefit of creditors.

9.4. Effect of Termination.

9.4.1. Termination of this Agreement terminates this Agreement and all related Schedules hereunder. Within thirty (30) days or other timeframe as mutually agreed, of either the expiration of the Term or other termination Partner must cease all use of the Software.

9.4.2. Return of Materials. Upon expiration or earlier termination of this Agreement, each Party shall, upon written request by the other Party: (a) promptly return to the other Party, or

certify the destruction of any of the following of the other Party held in connection with the performance of this Agreement or the Services: (i) All Confidential Information; and, (ii) any other data and materials; and, (b) return to the other Party, or permit the other Party to remove, any properties of the other Party then situated on such Party's premises. The Parties agree to work in good faith to execute the foregoing in a timely and efficient manner. This section shall survive the termination of this Agreement.

9.4.3. Return of Customer Data. Following a Termination for any reason, Partner shall have forty-five (45) days to request a copy of the Customer data from ControlMap. If requested, ControlMap shall use commercially reasonable efforts to provide a copy of that data within fifteen (15) days of receiving the request, in a mutually agreed upon, commercially standard format at no cost to Partner. After such forty-five (45) day period, ControlMap shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, have the right to delete all Customer Data in its systems or otherwise in its possession or under its control and delete Customer's instances of the Subscription Service.

9.4.4. Payments upon Termination. Upon the expiration or termination of this Agreement for any reason, Partner shall pay to the ControlMap all undisputed amounts due and payable hereunder within thirty (30) days after the expiration or termination of this Agreement.

9.4.5. Upon the termination or expiration of this Agreement the Parties agree that each Party may sell their own products and services to Customers without additional payment obligations under this Agreement.

9.4.6. Upon termination of a Customer's agreement with Partner, ControlMap may sell its own products and services to Customer.

9.5. Survival. All unpaid amounts owed under this Agreement shall survive until payment is made. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement. Sections 4.1, 4.2, and 4.4, (Proprietary Rights); Section 3.3 (License Restrictions); and Section 5 (Confidentiality); Section 7.3.4 (Maintain Records); Section 11 (Indemnification); Section 10 (Limitation of Liability and Damages); Section 9.6 (Disclaimer) and Section 12 (General Provisions) of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

10. Warranty and Disclaimers.

10.1. Each Party represents and warrants to the other Party that (i) its performance under this Agreement shall not violate any agreement between itself and any third-party or any obligation owed by it to any third-party and (ii) it has all right, power, and authority necessary to enter into this Agreement.

10.2. Each Party represents and warrants to the other Party that it shall perform the Professional Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

10.3. As of the Effective Date, ControlMap warrants that it has the full right, power, legal capacity, ability and authority to license, copy and distribute the Licensed Products, including all third-party material incorporated into the Software and all Documentation. The foregoing warranty shall not be construed as a warranty of title or non-infringement, and Partner's sole and exclusive remedy (and ControlMap's sole liability and obligation) in the event of an uncured material breach of this limited warranty, is to exercise its rights under Section 11.2.

- 10.4. ControlMap warrants that it shall maintain all systems free of material defects, that the Software and Hosting Services will, under normal use, function substantially in accordance with the Documentation, and that, to the best of its knowledge and belief, all Software and Hosting Services are free of viruses, worms, and other disabling codes at the time it is delivered to Partner.
- 10.5. Unauthorized Representations or Warranties. Each Party shall refrain from making any representation, warranties or guarantees to prospective Customers or to the trade with respect to the specifications, features, or capabilities of the other Party's offering that are deceptive, misleading or otherwise inconsistent with the literature distributed by the other Party with respect thereto. Any warranty for a Party's offering will run directly from that Party to its Customer.
- 10.6. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTROLMAP'S SOFTWARE AND SERVICE ARE PROVIDED ON AN "AS IS," BASIS, AND CONTROLMAP HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS. CONTROLMAP MAKES NO WARRANTY THAT THE SOFTWARE WILL MEET PARTNER'S OR ANY END USER'S EXPECTATIONS. Please see SLA commitment in provided ControlMap Client Service Level Agreement

11. Limitation of Liability.

- 11.1. THE SOLE AND ENTIRE MAXIMUM LIABILITY OF EACH PARTY, AND EACH PARTY'S SOLE AND EXCLUSIVE REMEDY, FOR ALL CLAIMS ARISING OUT OF OR AS A RESULT OF THESE TERMS, SPECIFIC ONLY TO CIRCUMSTANCES THAT INVOLVE NEGLIGENCE ON THE PART OF ONE PARTY, SHALL NOT EXCEED ONE MILLION (\$1,000,000) U.S. DOLLARS. THE MAXIMUM LIABILITY OF EACH PARTY FOR ALL CIRCUMSTANCE NOT RELATED TO NEGLIGENCE ON THE PART OF ONE PARTY SHALL NOT EXCEED THE VALUE OF SERVICES PROVIDED DURING THE LAST 12 MONTHS OF THE AGREEMENT. UNDER NO OTHER CIRCUMSTANCES AND UNDER NO OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL CONTROLMAP BE LIABLE TO ANY CUSTOMER FOR ANY DIRECT OR INDIRECT DAMAGES CAUSED BY PARTNER.
- 11.2. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD-PARTY, INCLUDING CUSTOMERS FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, EXCEPT WHERE NOT PERMITTED BY APPLICABLE LAW, IN WHICH CASE THE PARTY'S LIABILITY SHALL BE LIMITED TO THE MINIMUM AMOUNT PERMITTED BY SUCH APPLICABLE LAW. ALL THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Indemnities.

- 12.1. Partner Indemnity. Partner agrees to indemnify and hold harmless ControlMap, its affiliates, employees, agents, officers, directors, successors and assigns from and against any and all liability, loss, claim, demands, obligations, damages, penalties, fines, punitive damages, amounts in interest, and expenses and disbursements of any kind and nature whatsoever, including reasonable attorney's fees (collectively, "Claims") made against ControlMap (i) by any third-party, to the extent such Claims arise out of or result from Partner's gross negligence or willful misconduct or omission; (ii) Partner's breach of its confidentiality or intellectual property

obligations under this Agreement or (iii) any representation, warranty, promise or assurance made or granted by Partner to Customer or a prospective Customer. This includes but is not limited to any claims regarding (a) Partner's infringement or violation of third-party proprietary or other rights; (b) Partner's violation of any federal, state, or local laws or regulations.

12.2. ControlMap Indemnity. ControlMap shall indemnify, defend, and hold harmless Partner, its affiliates, employees, agents, officers, directors, successors and assigns from and against any and all Claims made or threatened by any third-party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses, to the extent such Claims (i) arise out of or relate to ControlMap's gross negligence or willful misconduct, or (ii) any Claims that the use of the Software under this Agreement violates, misappropriates or infringes the U.S. patent, copyright, trade secret, or other proprietary rights of any third-party ("Intellectual Property Rights"). This includes but is not limited to any claims regarding ControlMap's violation of any federal, state, or local laws or regulations.

12.3. Process. The Party seeking indemnification will promptly notify the other Party of the claim and cooperate with the other Party in defending the claim. The indemnifying Party has full control and authority over the defense, except that: (a) any settlement requiring the Party seeking indemnification to admit liability or to pay any money will require that Party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other Party may join in the defense with its own counsel at its own expense.

12.4. If any Software or any component thereof, is or in either Party's reasonable opinion is likely to be claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Partner's use of any Software or any component thereof is enjoined or threatened to be enjoined, Partner shall immediately notify ControlMap and ControlMap shall, at ControlMap's option and expense, perform one of the following: (i) procure for Partner the right to continue to use the allegedly infringing portion of the Software; or (ii) replace or modify the Software so that the Software becomes non-infringing, in a manner not causing the Software to deviate substantially from the Specifications; or if neither (i) nor (ii) is commercially reasonable, terminate the agreement and refund any prepaid and unused fees, in which case Partner shall immediately cease all use of the Software or component.

12.5. THE REMEDIES IN THIS SECTION 11 AND THE INDEMNIFICATIONS ABOVE ARE THE PARTIES' ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD-PARTY'S INTELLECTUAL PROPERTY RIGHTS.

13. General.

13.1. Reservation of Rights. ControlMap reserves the right to sell any of its Software to any customer, at any time.

13.2. Relationship between Partner and ControlMap. The Parties represent and warrant that each is an independent contractor with no authority to contract for the other or in any way to bind or to commit the other Party to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Partner. Under no circumstances shall either Party, or any of its staff, be considered an agent employee, joint venture, or partner of the other Party. In recognition of each Party's status as independent contractor, the other Party shall carry no Workers' Compensation Insurance or any health or accident insurance to cover ControlMap or ControlMap's agents or staff. Neither Party shall pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-

employee relationship. Neither Party nor its staff shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of the other Party.

- 13.3. Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.
- 13.4. Non-solicit. Neither Party shall (absent the other Party's express written consent) solicit, induce, recruit, employ or encourage, directly or indirectly, any of the other Party's (or an affiliate of the other Party's) employees during the term of this Agreement and for a period of one (1) year following the termination of this Agreement; provided, however, that nothing contained in this section shall be deemed to prohibit either Party from (i) conducting any general solicitation not specifically targeted at any such employee or employees, and, for the avoidance of doubt, the hiring of any employee who responds to such general advertising or who approaches the other Party without any solicitation or inducement to leave the employ of the employing Party shall not be deemed a breach of this section, or (ii) soliciting for employment or hiring any employee of the other Party who was terminated by such other Party.
- 13.5. Non-exclusivity. Nothing in this Agreement shall limit or restrict either Party from entering into or continuing any agreement or other arrangement with any other party, whether similar to this Agreement in nature or scope. Moreover, each Party shall remain free to provide products and services to any customer or prospective customer, so long as the terms of this Agreement are not violated.
- 13.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and the federal laws of the United States of America. Partner hereby consents and submits to the jurisdiction and forum of the state and federal courts in the State of Oregon in all questions and controversies arising out of this Agreement. In no event shall this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods.
- 13.7. Dispute Resolution. In the event of any dispute or disagreement between the Parties with respect to the interpretation of any provision of this Agreement, or with respect to the performance of either Party hereunder, Partner and ControlMap senior managers will meet for the purpose of resolving the dispute. If the Parties are unable to resolve the dispute within five (5) working days, or as otherwise agreed, ControlMap's designated representative and Partner's designated representative (the "Representatives") will meet as often as the Parties reasonably deem necessary in order to gather and furnish to each other all essential, non-privileged information that the Parties believe germane to resolution of the matter at issue. During the course of these non-judicial dispute resolution procedures, documents used to resolve the dispute shall be limited to essential, non-privileged information. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the dispute resolution procedures. The Representatives may mutually agree to appoint a neutral advisor to facilitate negotiations and, if requested by both Parties, to render non-binding opinions. No formal proceedings for the judicial resolution of any dispute may be commenced until sixty (60) calendar days following initiation of negotiations under this section or for such shorter period as the Parties may mutually agree to in writing. Either Party may then seek whatever remedy is available in law or in equity. The provisions of this section will not apply to any dispute relating to the Parties' obligations of non-disclosure and confidentiality as further described herein.

- 13.8. Compliance with Laws. Where applicable, both Parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued. ControlMap shall comply with Partner policies and procedures where the same are posted, conveyed, or otherwise made available to ControlMap, to the extent such compliance is reasonable and commercially appropriate.
- 13.9. Cooperation. Where agreement, approval, acceptance, consent or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each Party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each Party may properly accomplish its obligations and responsibilities hereunder.
- 13.10. Force Majeure. Neither Party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed Party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed Party. However, the delayed Party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. The delayed Party must notify the other Party promptly upon the occurrence of any such event, or performance by the delayed Party will not be considered excused pursuant to this section, and inform the other Party of its plans to resume performance.
- 13.11. Reference Account. With written approval, Partner agrees that ControlMap may include identification of Partner as a Services Partner on ControlMap's website. With Partner's prior written consent, ControlMap may refer to Partner in ControlMap's other promotional materials. At Partner's sole option, Partner may serve as a reference and/or be featured in a case study (in a form and format approved in advance and in writing by Partner), which may be published in an online or offline periodical, newspaper, journal, or other publication, and posted on ControlMap's website with case studies featuring other ControlMap service providers.
- 13.12. No Waiver. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect that Party's right to enforce such provisions, nor shall the waiver by either Party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- 13.13. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.
- 13.14. Assignment of Agreement. Neither party may assign this MSA or any Service Attachment or Statement of Work, or any of its rights or obligations hereunder, without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed, provided, however, a party may assign or otherwise transfer its rights, interests and obligations under this MSA or any Service Attachment or Statement of Work without the written consent of the other party in the event of a change in control of 50% or more of the equity of the assigning

party, the sale of all or substantially all of the assets of the assigning party to which this MSA relates or the restructuring or reorganization of the assigning party or its affiliate entities. Any purported assignment in violation of this Section shall be void. Any permitted assignment under this Section shall be binding upon the parties, their successors and permitted assigns.

13.14.1. The assignee agrees in writing to be bound by the terms of this Agreement; and

13.14.2. The assigning Party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

13.15. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a facsimile or a qualified electronic signature may substitute for and have the same legal effect as the original signature.

13.16. Entire Agreement. This Agreement and its attached exhibits and Schedules, constitute the entire agreement between the Parties and supersede any and all previous representations, understandings, or agreements between Partner and ControlMap as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the Parties.

13.17. Cumulative Remedies. All rights and remedies of both Parties herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

13.18. Severability. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

13.19. Amendments. Any amendment must be in writing, executed by authorized representatives of each Party, and expressly state that it is amending this Agreement.

13.20. Interpretation of Conflicting Terms. If there is a conflict between the documents that make up this Agreement and the final documents signed between the Parties and a Customer, with respect to the obligations and rights of each of the Parties to this Agreement, this Agreement will control.

13.21. Counterparts. The Parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

13.22. No Security Interest. Partner will not grant any security interest in or allow any lien or encumbrance of any nature upon, ControlMap's Software or hardware or any associated Intellectual Property owned by ControlMap or its licensors; each Party will make all reasonable efforts to stop any attempts by others to obtain such a security interest, lien, or encumbrance on such property.

13.23. Rights reserved. All rights not expressly granted are reserved.

Schedule A

IT Security Best Practices

The following is intended to capture key elements of ControlMap's Security Best Practices program.

- (a) Information Security Policy. ControlMap has established and during the Term it will at all times during the Term enforce:
 - (i) an ongoing program of security policies, security procedures, and security technical controls consistent with industry best practices such as ISO 27001 and associated certification;
 - (ii) a security incident management program, including notification of security incidents impacting Client's data within 48 hours of security incident discovery;
 - (iii) a security awareness program to include annual security awareness training;
 - (iv) business continuity and recovery plans, including regular testing;
 - (v) rigorous change control procedures; and
 - (vi) procedures to conduct periodic independent security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for timely remediation. These evaluations are made available to Client to review.

- (b) Physical Access. ControlMap has established and during the Term it will at all times enforce:
 - (i) physical protection mechanisms for all information assets and information technology to ensure such assets and technology are stored and protected in appropriate data centers;
 - (ii) appropriate facility entry controls to limit physical access to systems that store or process data;
 - (iii) processes to ensure access to facilities is monitored and restricted on a "need to know" basis; and
 - (iv) controls to physically secure all Confidential Information and to properly destroy such information upon termination.

- (c) Logical Access. ControlMap has established and during the Term it will at all times enforce:
 - (i) appropriate mechanisms for user authentication and authorization in accordance with a "need to know" policy;
 - (ii) controls to enforce rigorous access restrictions for remote users, contractors and service providers, including multi-factor authentication;
 - (iii) timely and accurate administration of user account and authentication management;
 - (iv) processes to ensure assignment of unique IDs to each person with computer access;
 - (v) processes to ensure ControlMap-supplied defaults for passwords and security parameters are changed and appropriately managed ongoing;
 - (vi) mechanisms to track all access to Confidential Information by unique ID;
 - (vii) mechanisms to encrypt using AES 256 bit encryption or greater or hash all passwords; and
 - (viii) processes to immediately revoke accesses of inactive accounts or terminated/transferred users.
 - (ix) implement password policy consistent with the following parameters:
 - 1. Passwords are required to be at least 8 characters in length;
 - 2. Passwords are required to be complex and contain at least 3 of the 4 following:
 - a. Upper case letter

- b. Lower case letter
 - c. Symbol
 - d. Number
3. Password history of 5 passwords remembered.
 4. Passwords must be changed every 90 days.
- (d) Security Architecture and Design. ControlMap has established and during the Term it will at all times maintain:
- (i) a security architecture that reasonably ensures delivery of security best practices;
 - (ii) documented and enforced technology configuration standards;
 - (iii) processes to encrypt using AES 256 bit encryption or greater Confidential Information during processing, transmission and storage;
 - (iv) processes to ensure regular testing of security systems and processes;
 - (v) a system of effective firewall(s) and intrusion detection technologies necessary to protect Confidential Information; and
 - (vi) database and application layer design processes that ensure applications are designed to protect the data that is collected, processed, and transmitted through such systems.
- (e) System and Network Management. ControlMap has established and during the Term it will at all times maintain:
- (i) mechanisms to keep security patches current;
 - (ii) processes to monitor, analyze, and respond to security alerts;
 - (iii) appropriate network security design elements that provide for segregation of data;
 - (iv) use and regular update anti-virus software; and
 - (v) processes to regularly verify the integrity of installed software.