



Solis – Master Service Terms and Conditions

These Master Service Terms and Conditions (including the schedule to these Terms and Conditions), together with the letter of engagement, and any applicable Statement(s) of Work agreed in writing from time to time (each a “**Statement of Work**”) and incorporated herein (collectively, the “**Agreement**”), made by and between the company identified in the Statement of Work (the “**Client**” or “**you**”) and CFC Security, Inc. DE file. No 7451204 doing business as Solis (“**Solis**”, “**we**”, “**us**”, “**our**”), are effective on the earlier of: (i) the date Solis commences work for you, or (ii) on the date set out in the initial Statement of Work (the “**Effective Date**”).

The Client and Solis are each referred to in this Agreement as a “**Party**” and collectively as the “**Parties**”. An “**Affiliate**” is an entity that directly or indirectly Controls, is Controlled by, or is under common Control with that party from time to time. “**Control**” means, possession of more than 50% of the issued share capital of a company or the possession of more than 50% of the voting rights of an entity or the legal power to direct or cause the direction of the general management of an entity, and Controls and Controlled shall be construed accordingly.

For clarity CFC Security, Inc (trading as Solis) is an Affiliate of CFC Underwriting Limited.

1. Services

- 1.1. Solis shall perform the requested consulting and technical services as set out in each Statement(s) of Work (the “**Services**”) and in accordance with the terms of this Agreement.
- 1.2. This Agreement will commence on the Effective Date and will continue in force until all Statements of Work signed by the Parties have been completed or terminated.
- 1.3. In the event of any conflict between any Statement(s) of Work, any mutually agreed change to a Statement of Work and/or these Terms and Conditions, (each a “**Change Order(s)**”), these Terms and Conditions shall prevail to the extent of the conflict, unless expressly stated otherwise in that Statement of Work or Change Order.

2. Termination of our services

- 2.1. The Services shall commence on the Effective Date until the expiration date specified in the Statement of Work (the “**Initial Term**”), unless renewed as set out in clause 2.2 or terminated earlier as provided in this Agreement.
- 2.2. Each Statement of Work shall automatically renew for such periods as specified in the relevant Statement of Work (“**Renewal Term**”), unless either party submits a written notice of non-renewal at least thirty (30) days prior to the end of the Initial Term or Renewal Term.
- 2.3. Termination or expiry of any Statement of Work by either Party under this clause 2 affects only that specific Statement of Work and does not impact any other Statements of Work. Unless otherwise expressly agreed between the Parties in any Statement of Work, termination of this Agreement by either Party shall automatically terminate all Statement of Works pursuant to this Agreement.



- 2.4. This Agreement shall automatically terminate when all Statements of Work have expired or have been terminated as set out in clauses 2.5 and 2.6 below.

Termination Rights:

- 2.5. Without affecting any other right or remedy available, Solis may terminate this Agreement including any Statement of Work, or suspend the Services at any time, upon written notice with immediate effect, if:

2.5.1. any fact or circumstance occurs that we reasonably believe would render our continuing Services unlawful or unethical or contravene legal or regulatory requirements; or

2.5.2. the Client fails to pay any amount due under this Agreement or a renewal of a retainer, on the due date for payment (the “**Due Date**”), and remains in default after being notified in writing that Solis will suspend or terminate (the relevant part of) the Services or the Agreement if the Client fails to make payment, provided that Solis has given thirty (30) days prior written notice of such termination or suspension of Services.

- 2.6. Without affecting any other right or remedy available to it, either Party may terminate this Agreement including any Statement of Work with immediate effect by giving written notice to the other Party if:

2.6.1. the other Party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or

2.6.2. the other Party ceases doing business, or is the subject of a bankruptcy, insolvency, administration, receivership, insolvency restructuring or other similar insolvency or bankruptcy proceeding or procedure (whether court ordered or voluntary) in any jurisdiction in which the Party operates.

- 2.7. The termination of the Services will take effect at the earlier of (a) the termination of the Services by the Client or by us in accordance with this Agreement (as applicable); or (b) our notice to the Client of completion of work under this Agreement.

Consequences of Termination:

- 2.8. Save for where Solis is providing data mining services wherein Client Data will be deleted within 5 (five) days of completion of the project or as specified in the Statement of Work; Solis shall for a period of 60 (sixty) days following termination or expiry of the relevant Statement of Work maintain Client Data and grant access to the Client upon request, to retrieve all Client Data.. Thereafter, Solis shall delete or destroy all copies of Client Data that is no longer needed for the purpose for which it may be used or disclosed without liability or additional notice, unless legally prohibited from doing so or where Solis reasonably anticipates litigation or where further retention is required in accordance with Solis’s data retention policy. Client Data cannot be recovered once deleted or destroyed. Any Client Data provided through a hard drive or other physical media may, on Client’s prior written request and subject to payment of shipping costs, be returned to the Client, or shall otherwise be securely disposed of following the 60 (sixty) day period post termination or expiration. For purposes of this Agreement, “**Client Data**” shall mean any data which you provide or make available to us during the provision of any Services to you.

- 2.9. Notwithstanding the termination of this Agreement, the Client will remain obliged to pay for all Services rendered and costs and expenses paid or incurred on Client’s behalf up to and including the date of termination and which are reasonably



necessary after such termination. Upon termination, Solis will have no further duty to the Client with respect to the Services unless otherwise specified in writing by us.

3. Respective Responsibilities

Solis:

- 3.1. Solis will exercise commercially reasonable skill, care and diligence in the provision of the Services and provide the Service in all material respects in accordance with the Statement of Work(s).
- 3.2. Solis will use commercially reasonable efforts to meet any performance dates for the Services specified in the Statement of Work(s), but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 3.3. Solis will use commercially reasonable efforts to ensure that all information we provide to the Client including, without limitation, the summary report, is true, accurate and complete in all material respects.

Client:

- 3.4. The Client is responsible for ensuring that the information provided to Solis for the provision of the Services is accurate and complete. Client also agrees to co-operate with Solis in the provision of the Services.
- 3.5. Whenever Solis's performance of the Services is dependent upon Client furnishing Solis with a Client managed application, Client interfaces, connectivity, data, documents, information, physical access, materials or approvals, Client shall furnish such items in a timely fashion in a reasonable format specified by Solis, or such other format as mutually agreed by the parties in writing.
- 3.6. Failure to provide Solis with accurate and complete information in a timely manner, or provide reasonable access to personnel, could impact Solis's ability to provide any Services and could mean that the Services cannot be provided or are not complete, or do not appropriately take into account all or any of the Client's specific circumstances. Solis shall not be liable to the Client for any losses arising from the Client's failure to disclose, provide access to, or make available any information or provide access to any personnel Client managed application and/or relevant system.
- 3.7. Client understands that Solis is relying upon the information and decisions that Client provides in order to provide the Services. Client shall be solely responsible for the decision to implement any recommendations provided by Solis.
- 3.8. Client acknowledges that this Agreement is entered into between the Client and Solis, and to the fullest extent permitted by law, Solis shall not be liable to any third party including but not limited to those designated by or engaged by the Client in connection with the Services and/or the Agreement. The Client is responsible for the acts and/or omissions of any such third party it appoints or instructs in connection with the Services, as if they were acts and/or omissions of the Client.
- 3.9. Further Client responsibilities may be specified in the relevant Statement(s) of Work or may be agreed between the parties in writing from time to time.
- 3.10. Client will identify in writing to Solis the location (including by managed application, if applicable) of any Client Data that is subject to privacy laws, specifying the law or regulation applicable to such Client Data.



3.11. When Solis personnel attend Client premises, the Client must provide a safe workplace and inform Solis of any workplace hazards. Each Party will comply with applicable work health and safety legislation.

4. Charges and payment

4.1. Unless specified otherwise in the letter of engagement, in consideration for the provision of the Services, the Client must pay Solis the fees and charges for the Services as specified in (or calculated by reference to) each applicable Statement of Work. ("Fees").

4.2. Unless specified otherwise in the applicable Statement(s) of Work, payment shall be made in US\$ and shall be deemed to be exclusive of any sales tax, which will be payable in addition where applicable.

4.3. Solis may increase Fees annually on 60 days' written notice. If the Client objects to any increase exceeding 10% in any 12-month period, the Parties will negotiate in good faith, failing which either Party may terminate the Agreement on 30 days' notice.

4.4. Solis may propose an adjustment to the Fees where there is a material change in the scope of the Services or where required by applicable law or regulation. Any proposed adjustment will be notified to the Client in writing at least 30 days in advance, and the Client may terminate the Agreement before the adjustment takes effect if it does not agree to the change.

4.5. In addition to the payment of the Fees, the Client shall pay Solis for all travel, accommodation, and reasonable out-of-pocket expenses incurred by Solis under a Statement of Work and where it is necessary for us to travel to perform any such Services. Before any expenses are incurred such expenses shall be pre-approved in writing between Solis and the Client ("**Reimbursable Costs**"). Reimbursable Costs may be subject to taxes, which will be payable in addition where applicable.

4.6. In addition, the Client shall reimburse Solis's reasonable costs and expenses (including legal fees) incurred in responding to any discovery requests, provision of testimony or subpoena disclosed in accordance with clause 5.5.

4.7. Solis shall submit invoices for the Fees and Reimbursable Costs (plus any additional amounts in respect of sales, use, or other taxes (if applicable)) on a monthly basis unless otherwise stated in a Statement of Work.

4.8. Client shall pay each invoice submitted to it by Solis and all Reimbursable Costs to the Client on a monthly basis unless otherwise stated in a Statement of Work. Client must pay each undisputed invoice submitted to it by Solis, within thirty (30) days of receipt, to the bank account specified on the invoice.

4.9. If Client fails to make any payment due to Solis under the Agreement by the due date for payment (the "**Due Date**"), then, without prejudice to Solis's remedies under clause 2 (Termination of our services):

4.9.1. All unpaid amounts which are not subject to dispute in accordance with clause 4.12 will accrue interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Interest shall accrue on a daily basis from the Due Date to the date of payment of the outstanding amount in full; and

4.9.2. In addition to all other remedies available under this Agreement or at law (which Solis does not waive by the exercise of any rights hereunder) Solis may suspend all Services until payment has been made in full.



- 4.10. All amounts due under the Agreement and payable by the Client to Solis shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.11. In the case of an overseas Client, where our fees are paid subject to any deduction or withholding in respect of tax, Solis reserves the right to charge the Client an additional amount which will, after any deduction or withholding has been made, leave us with the same amount as we would have received in the absence of any such deduction or withholding.
- 4.12. If Client has a bona fide dispute regarding any invoiced amount, Solis and the Client shall work in good faith to resolve the disputed amount, provided that Client remits any undisputed invoice amount in full by the relevant Due Date. Client's failure to pay undisputed invoices amounts to Solis will be considered a material breach of the Agreement.
- 4.13. Client further agrees to pay all costs of collection, including reasonable attorneys' fees, incurred by Solis under this Agreement.

5. Confidentiality

- 5.1. The information provided by one Party (the "Disclosing Party") under the Agreement to the other (the "Recipient") may contain confidential and proprietary information, which is the property of the Disclosing Party. The Recipient shall, for the duration of this Agreement and for two years thereafter, maintain the confidentiality of any Confidential Information disclosed to it by the Disclosing Party for the purposes of this Agreement. "Confidential information" includes, but is not limited to, the Agreement and all information that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information, including, but not limited to, personally identifiable information, proprietary information, business and marketing plans, technical information, trade secrets, know-how, product plans and designs, business processes, reports prepared by the Disclosing Party for the Recipient and other non-public information.
- 5.2. By receiving Confidential Information from the Disclosing Party, the Recipient agrees to:
 - 5.2.1. not use the Confidential Information other than for the purposes of this Agreement;
 - 5.2.2. maintain adequate security measures to safeguard the Confidential Information from unauthorized access, modification and disclosure, as well as misuse, interference and loss, and in no event use less than the same degree of care as the Recipient uses to safeguard its own Confidential Information; and
 - 5.2.3. keep in confidence all Confidential Information received and not make copies of, reproduce any copies of it, in whole or in part, distribute, disclose or disseminate to anyone except those officers, employees and professional advisers of the Recipient and such other person as the Disclosing Party may agree in writing from time to time (the "**Representatives**") with a need to know, and to insurers, who are involved in the consideration or evaluation of Confidential Information, provided however that such persons have been advised of the obligation to protect the Confidential Information, and its Representatives are bound by enforceable undertakings to keep the Confidential Information confidential in terms at least as onerous as the terms of this clause 5.
- 5.3. Confidential Information shall not include information which a Recipient can prove falls within one of the following categories:



5.3.1. the information has come within the public domain through no fault of or action by the Recipient or its Representatives;

5.3.2. the information was in the lawful possession of the Recipient prior to its disclosure under this Agreement; or

5.3.3. the Information became lawfully available to the Recipient from a third party (other than a Representative) under no obligation of confidentiality to the Disclosing Party and who has not otherwise gained the information through improper means.

5.4. If any portion of any disclosed Confidential Information falls within any of the above exceptions the remainder of the Confidential Information shall continue to be subject to the requirements of this Agreement.

5.5. Notwithstanding anything in this Agreement, each of the Client and Solis, may disclose its or the other Party's Confidential Information to the extent such disclosure is in response to regulatory or law enforcement inquiries, insurance disclosure obligations, and/or legal breach notification obligations.

5.6. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. Only the minimum required information shall be disclosed, and any disclosed Confidential Information under this clause 5 shall in all respects remain subject to the restrictions set out in this Agreement.

5.7. In addition, the Client agrees and acknowledges that Solis may disclose the Client's Confidential Information to certain Affiliates, officers, agents, subcontractors and employees of Solis and to insurers/reinsurers:

5.7.1. as necessary to perform the Services or in connection with the administration of Client's service (where applicable) and so long as such other persons are subject to confidentiality obligations no less restrictive than those under this Agreement. For sake of clarity, a compromise assessment report will only be disclosed to a Client; and/or

5.7.2. on an anonymized basis, for the purpose of compiling internal statistical information, data analytics and reporting statistics in promotional or advertising material.

The Parties acknowledge that the obligations regarding Confidential Information shall survive termination of this Agreement and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in clause 5 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Recipient.

6. Data protection

6.1. Parties shall at all times comply with all laws and regulations applicable to any data shared under this Agreement, including "personal data," "personally identifiable information," "personal information," or similar term under applicable privacy and data protection laws ("**Personal Data**") and Confidential Information, and confirm they have implemented and will continue to maintain appropriate protections and measures in relation to such data. For the purpose of this clause 6, the terms "business," "business purpose," "commercial purpose," "consumer," "processing," "service provider," "sell," and "share," shall take their meanings as defined in the CCPA.



- 6.2. This clause 6 together with Solis's privacy notice (together our "**Data Protection Notice**") provides detailed information about how Solis processes Personal Data. A copy of CFC's Response's privacy notice is available [here](#). Personal Data may relate to Client or Client's personnel, which is required for administration of the Services, and may include Personal Data recovered from hard drives or computer systems which we will process. Client warrants that (a) Client has the necessary consent and authority to provide Personal Data, Confidential Information, or other data to Solis; and (b) to Client's knowledge, providing Personal Data, Confidential Information, or other data to Solis will not violate any applicable law or regulation or any agreements with a third party. If Client becomes subject to any change in applicable law or regulation that restricts or prohibits the performance of the Services, Client shall promptly provide Solis with written notice of such change. If Solis reasonably believes that such change in applicable law or regulation may materially impair its performance of the Services, the Parties will negotiate in good faith and shall mutually agree upon any necessary modifications to Solis's obligations to perform the Services as set forth in the attached Statement(s) of Work.
- 6.3. Solis may disclose Personal Data with other members of its Affiliates and/or external forensic vendors where necessary in connection with providing the Services.
- 6.4. Where the Client has shared personal data with a third party, the Client agrees that such personal data may be shared by that third party with Solis in connection with the provision of the Services.
- 6.5. Client has a right to approach Solis with questions concerning the data protection measures Solis has in place. Solis shall respond to all reasonable requests made by Client in writing for information concerning the data protection measures Solis has in place.
- 6.6. Where necessary, Parties shall assist one another to comply with data protection requirements regarding international transfers, including where necessary, assisting one another to enter into such agreements, or documentation as may be required in order to ensure that the data protection law obligations regarding international transfers are met.
- 6.7. If required by applicable law upon termination of this Agreement, Solis shall return to the Client or destroy any Personal Data it still has in its possession, or inform the Client of any obligation to retain Personal Data.

US Privacy compliance

- 6.8. Where Solis processes Personal Data on behalf of Client which is subject to state or federal privacy data protection laws in the United States, including but not limited to the California Consumer Privacy Act, Cal. Civ. Code. 1798.100, as amended, clauses 6.9 to 6.17 will apply to Solis's processing of Personal Data on behalf of Client and any reference to Personal Data shall refer solely to the Personal Data which Solis processes in its role as a service provider of Client.
- 6.9. For the purposes of clauses 6.9 to 6.17 of the Agreement, Client shall be deemed a "business" or a "controller" as those terms are defined by applicable privacy and data protection laws, and Solis shall be the "service provider" or processor.
- 6.10. Solis shall process Client's Personal Data only in accordance with Client's, documented lawful instructions, as necessary to comply with applicable law, or as otherwise agreed in writing ("Permitted Purposes"). The performance of services under the Agreement shall be deemed to be the documented instructions of Client. Solis shall not retain, use, or disclose any Personal Data (i) for any purpose other than for the Permitted Purposes, including for any commercial purpose, or (ii) outside of the direct business relationship between the parties, except as necessary to perform the permitted purposes or as otherwise



permitted by applicable data protection laws. Solis shall not combine Client's Personal Data with personal data received from or on behalf of any third party or collected from Solis' own interaction with individuals or consumers, except to perform a Permitted Purpose in accordance with applicable data protection laws and this Agreement, Solis may not sell or share Client's Personal Data with third parties.

- 6.11. Solis may disclose Personal Data to its own service providers, sub-processors, or subcontractors on conditions no less restrictive than those set forth in this clause 6.
- 6.12. In the event that Solis determines that it cannot observe the restrictions or obligations in this clause 6 or under applicable privacy and data protection laws with respect to the processing of Personal Data, it shall promptly inform client.
- 6.13. Client may request information reasonably necessary to verify Solis's compliance with the terms of this clause 6.
- 6.14. Solis shall notify Client without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, transmitted, stored or otherwise processed by Solis or its Sub-processors of which Solis becomes aware.
- 6.15. Upon the notice provided in clause 6.12, Client may take such steps as reasonably necessary to prevent the processing of Personal Data in violation of this Agreement or applicable privacy and data protection laws.
- 6.16. In the event that Solis receives a data subject request related to Personal Data being processed under the Agreement, it shall refer such request without undue delay to Client. Client shall be solely responsible for evaluating any data subject rights. Solis will provide reasonable cooperation, where necessary, to execute on Client's handling of data subject requests.
- 6.17. To the extent that the performance of services requires Solis to handle Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") on behalf of Client, the parties shall enter a Business Associate Agreement which shall apply with respect to such PHI. Identification of such a requirement is the sole responsibility of Client, and to the extent that HIPAA compliance incurs additional expenses, Solis reserves the right to bill Client for those.

7. Intellectual property rights

- 7.1. The information provided by Solis under this Agreement and/or in connection with the Services (including any report or other work product prepared by Solis for you) contains and comprises confidential and proprietary information, which is the property of Solis. The Parties shall maintain the confidentiality of such information. For the avoidance of doubt, information provided by the Client shall remain the property of the Client.
- 7.2. The Client acknowledges that Solis may use Solis's intellectual property to provide the Services to other clients, and Client may obtain access to certain Solis intellectual property as a result of Solis's performance of the Services.
- 7.3. Each Party acknowledges that all rights, title, and interest in any copyright and all other intellectual property rights ("**Intellectual Property Rights**") owned or licensed by the other Party up until the Effective Date and any modifications made to such Intellectual Property Rights shall remain the property of that Party.



- 7.4. Subject to clause 7.3, Intellectual Property Rights developed or created by or on behalf of Solis or any agent or employee of Solis (or its Affiliates) in relation to the provision of the Services under this Agreement, and all derivative works thereof shall vest in Solis ("**Deliverable IPR**"). For the avoidance of doubt, this includes: any processes, instructions, methods, techniques, reports or other work products created or developed by Solis and/or its licensors.
- 7.5. Solis hereby licenses such Deliverable IPR to the Client on a revocable, non-exclusive, non-transferable, worldwide basis for the purposes of being able to benefit from the Services subject to:
- 7.5.1. payment of the Fees as specified in the applicable Statement(s) of Work;
 - 7.5.2. payment of such fees or royalties as shall be necessary to comply with any relevant legislation; and
 - 7.5.3. such reasonable additional terms, of which Solis will notify the Client, including but not limited to entering into a hold harmless and release letter, as may be necessary to protect such Deliverable IPR.
- 7.6. The Client shall not sub-license, assign or otherwise transfer the rights granted by clause 7.5.
- 7.7. During the course of and for the purpose of providing the Services, the Client agrees to grant and/or procure for Solis a revocable, non-exclusive, royalty-free right and license to copy, configure, access, operate and use:
- 7.7.1. any Client Data; and/or
 - 7.7.2. the Client's systems, software, online mailboxes, hardware, computers, networks, virtual machines, equipment, on premise and cloud servers and/or any other data storage systems owned or operated by or on behalf of the Client ("**Client Systems**") and any network and security documentation concerning Client Systems (including the Client's asset and network repositories, network topology, security configuration, server log files, email servers, registry keys, audit logs and other business information and account login credentials or passwords).
- 7.8. The Client grants to Solis and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Client or its personnel relating to the operation of Solis or its Affiliates' services.
- 7.9. The Client agrees to defend, indemnify and hold Solis and its Affiliates, officers, directors, employees, and contractors harmless from and against any and all losses, damages, costs, judgments, liabilities, and expenses (including reasonable attorneys' fees court costs, and disbursements and costs of investigation, litigation, settlement, judgment, interest, fines and penalties) arising out of or relating to any claim that the use or access to any of the Client Systems or the transmission, storage, disclosure, access, processing or use of Personal Data by Solis infringes the Intellectual Property Rights or other rights of any person or breaches any applicable law.

8. Warranties

- 8.1. This is a service engagement. Solis warrants that it will perform the Services in good faith with qualified personnel in a competent and workmanlike manner in accordance with applicable industry standards for the same or similar services.



- 8.2. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED HEREIN AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ANY ITEMS FURNISHED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DATA, REPORTS, DOCUMENTATION, DELIVERABLES, HARDWARE, AND SOFTWARE OF ANY KIND, AND ANY RECOMMENDATIONS OR CONCLUSIONS CONTAINED THEREIN, ARE PROVIDED “AS IS.” SOLIS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, THAT THE SERVICES WILL RENDER CLIENT’S NETWORK AND SYSTEMS SAFE FROM MALICIOUS CODE, INTRUSIONS, OR SECURITY BREACHES OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOLIS HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, IN RELATION TO THE SERVICES AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING TITLE, NON-INFRINGEMENT, IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8.3. THE CLIENT ACKNOWLEDGES THAT ANY RECOMMENDATIONS PROVIDED BY SOLIS, WHETHER IN A COMPROMISE ASSESSMENT OR DURING THE COURSE OF OR ARISING FROM THE SERVICES, ARE ADVISORY ONLY. SOLIS DOES NOT WARRANT THAT IMPLEMENTING ANY RECOMMENDATIONS WILL PREVENT FUTURE CYBER INCIDENTS. ACCORDINGLY, SOLIS SHALL HAVE NO LIABILITY FOR ANY FUTURE CYBER INCIDENT SUFFERED BY THE CLIENT, WHETHER OR NOT THE CLIENT ELECTS TO RECEIVE A COMPROMISE ASSESSMENT OR IMPLEMENTS ANY RECOMMENDATIONS CONTAINED IN SUCH OR OTHERWISE PROVIDED DURING THE COURSE OF OR ARISING FROM THE SERVICES. THE CLIENT REMAINS SOLELY RESPONSIBLE FOR DECISIONS REGARDING IMPLEMENTATION OF ANY RECOMMENDATIONS.
- 8.4. CLIENT’S SOLE AND EXCLUSIVE REMEDY (AND SOLIS’S SOLE OBLIGATION) FOR A BREACH OF THIS CLAUSE 8 IS FOR SOLIS TO RE-PERFORM THAT PORTION OF THE SERVICES THAT DID NOT COMPLY WITH THE WARRANTY, HOWEVER, CLIENT MUST NOTIFY SOLIS OF THAT BREACH OF WARRANTY WITHIN THIRTY (30) DAYS OF DELIVERY OF THE SERVICES AT ISSUE. IF, AFTER USING COMMERCIALY REASONABLE EFFORTS, SOLIS IS UNABLE TO CORRECT THE SERVICES THAT BREACHED ABOVE WARRANTY, SOLIS’S SOLE REMAINING OBLIGATION AND CLIENT’S SOLE REMAINING REMEDY WILL BE A REFUND TO THE CLIENT OF THE FEES PAID BY CLIENT TO SOLIS FOR THAT PORTION OF THE SERVICES THAT DID NOT COMPLY WITH THE WARRANTY.
- 8.5. CLIENT WARRANTS THAT ALL INFORMATION THAT IT HAS PROVIDED AND WILL PROVIDE TO SOLIS IS, AND WILL BE, TO THE BEST OF THE CLIENT’S KNOWLEDGE, TRUE, ACCURATE AND COMPLETE IN ALL MATERIAL RESPECTS, AND THERE ARE NO RESTRICTIONS ON THE CLIENT’S ABILITY TO DISCLOSE OR PUBLISH SUCH DATA AND INFORMATION. CLIENT FURTHER REPRESENTS AND WARRANTS THAT (I) IT HAS THE RIGHT TO BE IN POSSESSION OF, OR IS THE OWNER OF, ALL EQUIPMENT DATA, OR MEDIA PROVIDED TO SOLIS HEREUNDER, (II) SUCH EQUIPMENT, DATA, OR MEDIA IS PROVIDED FOR A LAWFUL PURPOSE, AND (III) WHERE APPLICABLE, CLIENT’S COLLECTION, POSSESSION, PROCESSING, AND TRANSFER OF SUCH EQUIPMENT, DATA, OR MEDIA IS IN COMPLIANCE WITH ANY AND ALL APPLICABLE LAW AND REGULATION.
- 8.6. CLIENT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT SOLIS DOES NOT GUARANTEE OR WARRANT THAT IT WILL LOCATE, OR DISCOVER ALL OF THE CLIENT’S OR ITS AFFILIATE’S SYSTEMS THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CLIENT SHALL NOT HOLD SOLIS RESPONSIBLE FOR THIS.
- 8.7. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS ANY RIGHTS OR REMEDIES THAT THE CLIENT MAY HAVE UNDER APPLICABLE LAW WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED.
- 8.8. PRIOR TO COMPLETION OF THE SERVICES, AT THE REQUEST OF THE CLIENT, OR SOLIS MAY OFFER TO THE CLIENT A COMPROMISE ASSESSMENT REPORT, SUMMARISING SOLIS’ FINDINGS BASED ON THE INFORMATION PROVIDED BY CLIENT



OF THE KEY AREAS OF IT SECURITY THAT THE CLIENT SHOULD EITHER REMEDY, UPDATE OR UPGRADE TO DEFEND AGAINST THE RISK OF A FUTURE CYBER INCIDENT.

8.9. WHERE THE CLIENT ELECTS TO RECEIVE A COMPROMISE RISK ASSESSMENT:

8.9.1. THE CLIENT ACKNOWLEDGES THAT SUCH COMPROMISE ASSESSMENT REPORT PROVIDED TO THE CLIENT, IS PROVIDED ON AN "AS IS", AND NON-RELIANCE BASIS. SOLIS DOES NOT PROVIDE ANY WARRANTY WHETHER EXPRESS OR IMPLIED THAT THE CLIENT'S COMPUTER ENVIRONMENT, NETWORK OR SYSTEMS REMAIN SAFE FROM ANY FUTURE MALICIOUS CODE, INTRUSIONS, OR SECURITY BREACH; AND

8.9.2. WHERE THE CLIENT DOES NOT CARRY OUT ANY REMEDIATION, UPDATES OR UPGRADES RECOMMENDED BY SOLIS IN THE COMPROMISE ASSESSMENT REPORT WITHIN ANY RECOMMENDED TIMESCALES OR OTHERWISE WITHIN A REASONABLE TIMESCALE, SOLIS SHALL HAVE NO LIABILITY TO THE CLIENT IN RESPECT OF ANY FUTURE CYBER INCIDENT IT MAY SUFFER.

9. Indemnification

9.1 Solis agrees to defend Client against any claim made or brought against the Client by a third party alleging that the Services infringes or misappropriates such third party's intellectual property rights (a "Claim Against Client"), and will indemnify Client from any damages, attorney fees and costs finally awarded against Client as a result of, or for amounts paid by Client under a settlement approved by Solis in writing of, a Claim Against Client, provided that:

9.1.1 Solis is promptly notified in writing of such claim;

9.1.2 the Client grants Solis sole control of the defense and any related settlement negotiations in respect of such third-party claims; and

9.1.3 the Client cooperates with Solis in defense of such claim; and

9.1.4 without prejudice to the sub-clauses above, the Client undertakes reasonable measures to mitigate the effect of the alleged infringement.

9.2 Solis may mitigate its responsibility under this clause 9 by:

9.2.1 replacing or modifying the Services to provide replacement Services which are functionally equivalent;

9.2.2 obtaining the right for the Client to continue the use of the Services; or

9.2.3 if neither clause 9.2.1 or 9.2.2 are possible, then demanding the return of any infringing portion of the Services, and returning the applicable fees paid by Client for the infringing portion of the Services.

9.3 Solis' defense and indemnification obligations do not apply for any claims which arise out of or result from:

9.3.1 the Client's use of the Services in a manner not otherwise agreed upon or contemplated under this Agreement, where the infringement would not have occurred but for such use;

9.3.2 the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Solis if the Services or use thereof would not infringe without such combination;



9.3.3 the modification of the Services by the Client, where the infringement would not have occurred but for the modification; or

9.3.4 Confidential Information or materials provided by Client that are used or included in the Services.

9.4 The rights and obligations set forth herein are Solis' sole obligation and Client's exclusive remedy for any Claim Against Client.

9.5 Save for any infringement claim to which the indemnity in clause 9.1 applies, the Client agrees to defend, indemnify and hold Solis and its successors, parents, subsidiaries, Affiliates, officers, directors, employees, and contractors ("**Solis Indemnified Parties**") harmless from and against any and all losses, damages, costs, judgments, liabilities, and expenses (including reasonable attorneys' fees court costs, and disbursements and costs of investigation, litigation, settlement, judgment, interest, fines and penalties) (collectively, "**Losses**") arising out of or relating to any claim, demand, suit or proceeding made or brought against the Solis Indemnified Parties by a third party relating to, in connection with, or arising out of the Agreement, except to the extent that such claims result from Solis' gross negligence, willful misconduct or violation of law provided that the foregoing excepted conduct was not at the direction or instructions of the Client.

10. Limitation of liability – general

10.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SOLIS (INCLUDING ITS AFFILIATES) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, EXCEED THE AGGREGATE AMOUNT OF FEES PAID BY THE CLIENT (OR ON BEHALF OF THE CLIENT) TO SOLIS UNDER THE APPLICABLE STATEMENT(S) OF WORK DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

10.2. NOTWITHSTANDING CLAUSE 10.1, (I) DAMAGES ARISING FROM A BREACH OF SOLIS' OBLIGATIONS OF CONFIDENTIALITY UNDER CLAUSE 5(CONFIDENTIALITY) HEREUNDER RESULTING IN THE UNAUTHORISED DISCLOSURE OF CONFIDENTIAL INFORMATION; OR (II) DAMAGES ARISING FROM A BREACH OF A SOLIS' OBLIGATIONS OF PROCESSING DATA UNDER CLAUSE 6 (DATA PROTECTION) RESULTING IN THE UNAUTHORIZED DISCLOSURE OF PERSONAL DATA, FOR WHICH THE AGGREGATE LIABILITY OF SOLIS TOGETHER WITH ALL OF ITS AFFILIATES SHALL NOT EXCEED THREE HUNDRED PERCENT (300%) OF THE TOTAL AMOUNT PAID OR PAYABLE BY THE CLIENT (OR ANY OF ITS AFFILIATES) HEREUNDER FOR SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

10.3. IN NO EVENT WILL SOLIS OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SOLIS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF CLIENT'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10.4. FOR SAKE OF CLARITY, ANY AFFILIATE OF SOLIS WHO IS APPOINTED TO PERFORM THE SERVICES, SHALL HAVE THE BENEFIT OF THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT HEREIN.



11. Security Services

11.1. Solis may provide on request by the Client and agreed in a Statement of Work those services which includes data mining, forensic analysis, penetration testing and/or access to storage devices servers, network, cloud and/or technology systems or any similar service provided by Solis (together the “Security Services”).

11.2. If the Client requests in writing for the Security Services to be performed against or in relation to any systems, servers, networks, cloud and/or storage devices, the Client warrants and represents that the Client has the express authority to permit Solis, its agents and contractors to perform the Security Services in relation to such systems, servers, networks, cloud and/or storage devices. The Client will not request Security Services to be performed that would constitute any attack, hack or unauthorized access, malicious usage or unlawful activity. The Client shall indemnify Solis, against any costs, expenses, liabilities, claims, losses and damages incurred, suffered by or claimed against Solis in relation to or in connection with the provision of the Security Services except to the extent such claim results from a breach by Solis of this Agreement.

11.3. Solis will use commercially reasonable efforts to:

11.3.1. perform the Security Services as specified in the applicable Statement of Work in a timely manner (subject to Client’s fulfilment of its obligations under this Agreement), and

11.3.2. in the event of responding to a ransomware attack, in good faith negotiate the ransom in an effort to and procure a means of decrypting or otherwise restoring access to Client’s property (the “**Decryption Tool**”),

in each case, subject to applicable laws and regulations. Time shall not be of the essence for the purposes of this Agreement.

11.4. All negotiations and any procurement of a Decryption Tool shall be subject to applicable laws, including sanctions, counter-terrorism financing and anti-money laundering laws and regulations. Solis will not act where doing so would contravene applicable law or regulatory guidance.

11.5. Notwithstanding clause 11.3, Solis makes no warranties in respect of the outcome of such negotiations, and the Client agrees that Solis will not be liable to the Client for any losses or damages suffered by the Client as a result of:

11.5.1. any delay in Solis procurement of the Decryption Tool or failure to procure the Decryption Tool;

11.5.2. the Decryption Tool not working as intended; or

11.5.3. the use of any security tools, including, without limitation, any penetration tests or vulnerability scans, to detect, contain, analyze, or eradicate a security incident, including, without limitation, any ransomware or other malware infection.

11.6. In addition, Solis is not liable for any loss of, or damage to, any data or Client Systems as a result of any existing, continuing, or new security incident, including, without limitation, a malware infection subsisting prior to or that is discovered after Solis commencing the Security Services.

11.7. The Client acknowledges that physical equipment, digital services, configuration, metadata, drives, data and media may be damaged, infected, or corrupted prior to any Security Services being performed, and that Solis is not responsible or liable



for existing damage or further damage resulting from the provision of any of the Security Services, except to the extent caused or contributed to by Solis's negligence. Any data, especially data restored after a security incident, may contain malware and Solis recommends and Client acknowledges that it should protect itself during such restoration including advising its agents and any other recipients to take similar precautions to protect themselves.

11.8. The Client represents and warrants that:

11.8.1. it has the right to be in possession of, or is the owner of, all equipment, data and/or media provided to Solis hereunder,

11.8.2. such equipment, data or media is provided for a lawful purpose, and

11.8.3. where applicable, Client's collection, possession, processing and transfer of such equipment, data, or media is in compliance with any and all applicable law and regulation.

11.9. The Client acknowledges that:

11.9.1. certain Security Services are intended to probe and exploit system weaknesses which may damage vulnerable systems including the Client Systems;

11.9.2. Client Systems could be damaged or otherwise rendered inoperable pursuant to the delivery of the Security Services; and

11.9.3. that Solis is not liable for any resulting damage to Client Systems, or in connection with, any such systems.

11.10. The Client shall maintain current backups of its systems and data and implement reasonable safeguards and take other such measures it deems necessary and appropriate to protect itself against such damage (including the risk of any such damage), prior to receiving the Security Services. Solis shall not be liable for damage resulting from vulnerabilities inherent in Client Systems.

11.11. If the Client intends to conduct its own IT security or penetration testing, the Client shall provide Solis with at least one (1) month's prior written notice. If Solis notifies the Client of an incident, and does not receive a response from the Client within one (1) hour confirming the incident is in respect of the Client's own internal IT security/penetration testing, **the Client acknowledges and agrees that Solis shall be entitled to charge time and material rates of up to \$5,000 excluding sales tax, for time spent providing Services in response to such an incident.**

11.12. Where the Client has requested data mining services, in the applicable Statement of Work, the Client acknowledges and agrees that Solis may use proprietary and third-party artificial intelligence ("AI") technologies for the purposes of identifying, classifying, and extracting personal data and special category data within the Client Data provided by the Client (or on behalf of the Client).

11.13. Whilst AI functionality is used to increase processing efficiency, accuracy, and turnaround times, the Client acknowledges and agrees that AI outputs are not 100% accurate, and Solis does not warrant or represent that any outputs, detections or classifications will be error free, complete or fit for any compliance or regulatory notification obligations. The



Client acknowledges that subsequent manual review and validation by the Client or Counsel may be required to validate results from the AI.

11.14. Solis may use limited elements of the Client Data, in deidentified and aggregated form only, to train, enhance and improve its machine learning models, provided that such use does not identify the Client or any individual and does not include any commercially sensitive information.

11.15. Client remains solely responsible:

11.15.1. for determining what data constitutes personal data or special category data;

11.15.2. for the Client's legal or regulatory notification obligations; and

11.15.3. of the extent to which any outputs should be reviewed by Counsel.

12. IT Recovery Services

12.1. Solis will provide such IT recovery services (as defined in the Statement of Work) to the extent, it is reasonably possible to so within the Client's IT environment and as set out in a Statement of Work(s).

12.2. Solis will only modify the Client's access or login credentials and/or account details in accordance with and pursuant to the Client's written instructions.

12.3. The Client acknowledges that Solis has no obligation to provide any encryption of any systems of the Client (including the Client Systems) and/or implement any data integrity, data governance, application build automation and deployment, identity and access review or data loss prevention measures or services in the course of the provision of the IT recovery services, except as expressly specified in a Statement of Work.

12.4. Where expressly set out in a Statement of Work, Solis will use commercially reasonable efforts to restore the Client Data (including Personal Data) following a security incident if Solis has informed the Client that restoration is viable. Except where Solis is expressly required to backup the Client Data (including Personal Data) in accordance with a Statement of Work, Solis has no other obligation to backup any of the Client Data (including any Personal Data).

12.5. To the fullest extent permitted by law, Solis is not responsible for loss, destruction, alteration or unauthorized disclosure of any of the Client Data (including Personal Data) caused by the Client, any third party or a force majeure event (as described in clause 16.1).

12.6. In the event of any loss, corruption or damage to any of the Client Data (including any Personal Data) as a result of the Services, except where the loss, corruption or damage is caused by Solis' wilful misconduct or gross negligence and otherwise to the fullest extent permitted by law, the Client's sole and exclusive remedy will be to request a new Statement of Work to assist you in restoring lost Client Data, at Solis' cost. Solis will use commercially reasonable efforts to restore the lost, corrupted or damaged part of any of the Client Data (including any Personal Data) from the latest back-up of any of the Client's data (including any Personal Data) that is or has been maintained by the Client.



13. Cyber Security Consulting Services

13.1. Solis will provide such Cyber Security Consulting Services to the extent set out in a Statement of Work(s).

13.2. If a Statement of Work specifies that Solis will provide training to the Client's personnel as part of the Cyber Security Consulting Services, Solis will provide the allocated number of days of training, to be attended by an agreed number of the Client's personnel, online or at an agreed location, on the days and hours set out in the Statement of Work. To the extent that any training is not carried out at the premises of Solis or online, the Client will be responsible for all costs and expenses of Solis' personnel in connection with travel to and attendance at the training, including with respect to accommodation, meals and transport (which costs and expenses will, for the avoidance of doubt, be Reimbursable Costs for the purposes of this Agreement). Before any expenses are incurred such expenses shall be pre-approved in writing between Solis and Client.

14. Third Party software, applications and products

14.1. In providing the Services, Solis may recommend third-party software, applications, products and/or platforms that the Client or Solis may use to collect, monitor, diagnose, secure or recover any of the Client Data or Client Systems or to conduct digital forensics associated with any Services and/or to produce any documentation in connection with the Services or otherwise ("Third-Party Tools").

14.2. Solis does not warrant or support Third Party Tools whether or not they are designated by Solis as "recommended" or otherwise. Solis is not responsible for any loss, damage or corruption caused by Third Party Tools and/or the interfacing between any Third-Party Tools or from any interaction between such Third-Party Tools and the Client Data or Client Systems.

14.3. The Client acknowledges that:

14.3.1. Solis does not control Third-Party Tools and accepts that any use of such tools by the Client, or instruction by the Client for Solis to use such tools, is at the Client's own risk;

14.3.2. the use of Third-Party Tools is subject to the applicable third-party terms and conditions; and

14.3.3. any recommendation or use of Third-Party Tools by Solis does not constitute an endorsement, and Solis makes no representation or warranty regarding the performance, security, or suitability of such tools.

14.4. Nothing in this clause 14 affects any rights the Client may have under applicable law.

15. Illegal content

15.1. If Solis observes or otherwise encounters during the course of providing the Services any content that may be illegal, the Client acknowledges that Solis may disclose such content to law enforcement where required or permitted by law and only to the extent reasonably necessary. To the extent Solis reasonably believes it is permitted by applicable law, Solis will notify Client of its intention to disclose the existence and/or content to the appropriate authorities.



16. Miscellaneous

- 16.1. Force majeure.** Neither Party shall be in breach of this Agreement nor liable for damages or have the right to terminate this Agreement for any delay or default in performing, or failure to perform, any of its obligations under the Agreement (with the sole exception of the Client's payment obligations) if such delay or failure result from events, circumstances or causes beyond that Party's reasonable control, including, without limitation, acts of God, government restrictions (including the denial or cancellation of any export or other necessary licence), change of laws, acts of terrorism, wars or insurrections, or any epidemics, pandemics, or quarantine requirements.
- 16.2. Compliance with Law.** In the event that the client becomes aware of any change in applicable law or regulation that restricts or prohibits the performance of the Services, Client shall promptly provide Solis with written notice. Solis reserves the right to amend the Services if necessary to comply with applicable law or regulation and Solis shall notify the Client of such change. Where a material change is required solely due to a change in law or regulation, any corresponding adjustment to Fees will be agreed in writing with the Client before implementation.
- 16.3. No assignment.** The Client must not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of the Client's rights and obligations under the Agreement without the prior written consent of Solis which must not be unreasonably withheld.
- 16.4. Subcontracting.** Solis may appoint its Affiliates, a third-party sub-contractor or an independent contractor to perform the Services from time to time provided always, subject to clause 10, that Solis shall be responsible for the acts and omissions of that Affiliate, third party sub-contractor or independent contractor as if they were the acts and omissions of Solis.
- 16.5. Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the Parties with respect to the subject matter.
- 16.6. Updating Terms.** Solis reserves the right to make changes to these terms from time to time by providing written notice to the Client. Such updated terms shall take effect 30 days after the date of such notice, unless the Client provides written notice to Solis that the Client does not agree to the updated terms, in which case this Agreement shall terminate at the end of that 30-day period. Where a change is reasonably required to comply with applicable law or regulation and 30 days' notice is not reasonably practicable, Solis may implement such change immediately or within a shorter period as necessary, and will notify the Client as soon as practicable. If the Client does not agree to such change, the Client may terminate this Agreement immediately by written notice to Solis. The Client otherwise agrees to be bound by the most recent version of this Agreement, which will be sent to the Client. Any changes to the Services shall be agreed between the Parties in writing.
- 16.7. Law and jurisdiction.** THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT APPLICATION OF THE CONFLICTS OF LAWS PRINCIPLES OF ANY STATE OR JURISDICTION. Venue for any claim or demand arising out of or related in any way to this Agreement, an Order Form, or the relationship between Provider and Client shall be exclusively in the State or Federal courts located in Austin, Texas, and the parties hereto irrevocably consent to the exclusive personal jurisdiction of such courts for such claims.
- 16.8. Export Assurance.** Client agrees to obey all applicable export laws and regulations, including those administered by the U.S. Department of Commerce (U.S. Export Administration Regulations 15 CFR 730 et seq.), and shall not export, re-export, resell,



transfer, or disclose, directly or indirectly, any Work Product, or the direct product thereof, to any proscribed person, entity, or country, or foreign national thereof, unless properly authorized by the U.S. government.

16.9. **Survival.** Clauses 4, 8.7, 10 11 and 16 shall survive the expiration or termination of this Agreement as will any other term, which by its nature, is intended to survive the expiration or termination of this Agreement.

16.10. **Limitation Period.** Neither party may institute any action in any form arising out of this Agreement more than two (2) years after the cause of action has arisen, or in the case of non-payment, more than two (2) years from the date of last payment.

16.11. **Dispute Resolution.** A Party must not start court proceedings (except proceedings seeking interlocutory relief) unless that Party has first complied with this clause 16.11. A Party claiming that a dispute, difference or question arising in connection with this Agreement has arisen ("**Dispute**") must give the other Party notice of the details of the Dispute ("**Dispute Notice**"). When a Dispute Notice is given, the Parties must, within a reasonable period following the Dispute Notice being given, meet to attempt to resolve the Dispute (acting reasonably and in good faith). The Parties must continue to perform their respective obligations under this Agreement pending the resolution of a Dispute.

16.12. **Severance.** In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, such determination shall not affect the validity of any other provisions of the Agreement, which shall remain in full force and effect.

16.13. **Variation.** Except as set out in this Agreement, no variation of a Statement of Work or this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).

16.14. **No Third Party.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Except to the extent expressly set out in this Agreement, the Parties do not intend to create any third-party beneficiaries of this Agreement, and nothing in this Agreement is intended, nor shall anything herein be construed to create any rights, legal or equitable, in any person other than the Parties to this Agreement. For the purpose of this clause, and the Agreement more generally, Counsel (referenced in Schedule 1), shall be a party that has no rights under this Agreement, save for clause 5 and Schedule 1, to the extent the context permits.

16.15. **No waiver.** No waiver by a Party of:

16.15.1. any term or condition of this Agreement or any right of the Party under this Agreement shall be construed as a waiver by that Party of any other term or condition or right (as the case may be),

16.15.2. any default of, or under this Agreement by the Party shall be construed as a waiver by that Party of any other default; and

16.15.3. any provision of this Agreement or any right or remedy of that Party under this Agreement shall be effective unless in writing and signed by that Party.



16.16. **No delay.** No delay by a Party in exercising, no course of dealing by a Party with respect to, and no partial exercise by a Party of any right or remedy of that Party under this Agreement shall constitute a waiver by that Party of any other right or remedy of that Party, or future exercise of such right or remedy.

16.17. **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be directed to:

CFC Security Inc
300 E. Highland Mall Boulevard,
Suite 300, Austin, Texas 78752

Or via email to: inquiries.us@solissecurity.com

In all instances with a copy by email to legal@cfc.com

Notices to Client shall be sent to the address included in the Statement of Work(s) or as otherwise provided by Client to Solis from time to time. Client agrees that such notices may be sent electronically.

A notice is deemed to be received:

- 16.17.1. if delivered by hand, at the time the notice is left at the proper address;
- 16.17.2. if sent by pre-paid first-class post or other next business day delivery service, at 9.00 am on the second Business Day after posting; or
- 16.17.3. if sent by email, at the time of transmission,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00 pm on a Business Day, the notice is taken to be received at 9.00 am on the next Business Day.

For the purposes of this Agreement, "**Business Day**" shall mean each day between 9am to 5:30pm CST, excluding Saturdays, Sundays and bank holidays.



Schedule 1: Privileged Work Products and Communications

In this schedule "Counsel" shall mean a law firm appointed by you in connection with the subject matter of this Agreement.

This schedule contains additional terms which shall apply should you appoint Counsel in connection with the subject matter of this Agreement.

Where Counsel has been appointed, Counsel shall be deemed to be a party to this Agreement for the purposes of this Schedule 1 and clause 5 (Confidentiality) of these Terms and Conditions only. Where Counsel is appointed after execution of this Agreement by Client, Counsel shall be deemed to be a party with effect from the date on which Counsel was first instructed by the Client.

1. The Parties acknowledge and agree that Counsel is fully authorized to instruct Solis on behalf of the Client.
2. Privilege determinations and assertions will be coordinated by Counsel and the Client. Solis will comply with Counsel's written directions regarding privileged materials.
3. Counsel shall comply with the confidentiality provisions set out in clause 5 (Confidentiality) of this Agreement.
4. You agree that Solis will direct all communication to Counsel and include Counsel as a recipient in all communication with Client for the purposes of providing the Services unless otherwise directed by the Client not including Counsel. Such communication will be regarded as confidential and be made solely for the purpose of assisting Counsel in giving legal advice to Client and subject to this Agreement.
5. Solis understands and agrees that information and materials received by Solis or generated by Solis and provided to Counsel as part of the Services may be subject to legal privilege, including but not limited to attorney -client, litigation, legal advice, common-interest and any other form of privilege.
6. Solis shall assert and treat all communications between Solis, Counsel, and/or the Client, either oral or written, as well as any materials or information developed or received by Solis pursuant to this Agreement as confidential and privileged.