MIDWESTERN HIGHER EDUCATION COMPACT

Vendor: Infosec
Contract Number: MHEC-06172021-IS
Primary Solution Area: Cybersecurity
Contract Status: Active
Current Term: June 17, 2021 through June 30, 2028
Lead Public Agency: Midwestern Higher Education Compact (MHEC)
Last Updated: May 2026

MHEC administers competitively solicited cooperative technology agreements that eligible organizations may use, subject to their own statutes, policies, procurement authority, and internal approval requirements.

Contract Highlights and Documentation: https://mhec.org/what-we-do/contracts/technology/infosec-2/ Security awareness, training, simulated phishing, user education, institutional security culture tools.

MHEC Contact
Nathan Sorensen
Senior Director of Government Contracts
nathans@mhec.org
www.mhec.org
(612) 677-2767

Administrative Notice
This cover page is provided for administrative convenience. It does not amend, modify, interpret, or supersede the executed master agreement, amendments, exhibits, attachments, pricing documents, solicitation documents, or other incorporated contract documents. Each participating organization is responsible for determining its own eligibility, procurement authority, scope fit, funding approval, legal requirements, and local ordering process. If this cover page conflicts with the executed master agreement documents, the executed master agreement documents control.

Docusign Envelope ID: 2B9BD871-85EA-8AB6-812D-A63757BB89BB

AMENDMENT #3
MASTER AGREEMENT
BETWEEN
MIDWESTERN HIGHER EDUCATION COMMISSION
AND
INFOSEC INSTITUTE

This Amendment #3 ("Amendment") amends the Master Agreement, MHEC-06172021-IS ("Agreement"), by and between the Midwestern Higher Education Commission ("MHEC") and INFOSEC INSTITUTE ("INFOSEC" or "Supplier"). MHEC and INFOSEC may be referred to collectively as the "Parties" or individually as a "Party."

WHEREAS, the Parties entered into the Master Agreement dated June 17, 2021; and

WHEREAS, the Parties now desire to amend the Agreement to reflect South Dakota's withdrawal from the Midwestern Higher Education Compact.

Now, therefore:

1. RECITAL AMENDMENT. Effective July 1, 2026, the first recital of the Agreement that identifies the MHEC Member States is hereby deleted in its entirety and replaced with the following:

   "Whereas, the Midwestern Higher Education Compact (Compact) is an interstate compact of eleven Midwestern states, such states being Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, and Wisconsin (Member States); and MHEC, a nonprofit 501(c)(3), is a statutorily created governing body of the Compact established for the purposes, in part, of determining, negotiating and providing quality and affordable services for the Member States, the entities in those Member States, and the citizens residing in those Member States; and"

2. SOUTH DAKOTA ELIGIBILITY. Effective July 1, 2026, as a result of South Dakota's withdrawal from the Midwestern Higher Education Compact, South Dakota shall no longer be considered a MHEC Member State for purposes of the Agreement, and entities located in South Dakota shall not be eligible to initiate new purchases, Orders, purchase orders, addenda, supplemental agreements, Statements of Work, Service Level Agreements, subscriptions, Ecommerce Purchases, learner licenses, participating addenda, cooperative usage arrangements, or other purchasing activity under the Agreement.

For avoidance of doubt, any purchase order, executed contract, Order, addendum, supplemental agreement, Statement of Work, Service Level Agreement, subscription, Ecommerce Purchase, learner license, or other legally binding agreement fully executed by a South Dakota entity under the Agreement prior to July 1, 2026, may continue through the full term of the applicable agreement, unless otherwise terminated pursuant to the Agreement or the applicable ordering document.

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South Dakota entities shall not be eligible to access the Agreement indirectly through resellers, affiliates, subcontractors, other higher education compacts, or third-party purchasing arrangements.

3. NO OTHER CHANGES. Except as expressly amended by this Amendment #3, the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the terms found elsewhere in the Agreement and this Amendment #3, this Amendment #3 shall control.

This Amendment #3 is hereby executed by the Parties' authorized representatives set forth below and shall be effective upon the later date of signatures hereto ("Effective Date").

Midwestern Higher Education Commission	**INFOSEC INSTITUTE**
Signed by: Susan Heegaard F12C8485BF0B4B5...	Signed by: Arrin Barmak 75679D2259E6490...
Signature	Signature
Susan Heegaard	Arrin Barmak
Name	Name
President	Head of Sales
Title	Title
August 6, 2026 | 4:07 PM PDT	August 18, 2026 | 3:57 PM CDT
Date	Date

DocuSign Envelope ID: 6D5D33A2-3D5A-496F-B3C0-28633E16E06C

MIDWESTERN HIGHER EDUCATION COMPACT

AMENDMENT No. 2 TO MASTER AGREEMENT BETWEEN
MIDWESTERN HIGHER EDUCATION COMMISSION
AND
INFOSEC INSTITUTE

This Amendment No. 2 amends the Master Agreement ("Master Agreement"), contract number MHEC-06172021-IS, between MIDWESTERN HIGHER EDUCATION COMMISSION (MHEC) and INFOSEC INSTITUTE (INFOSEC)

The parties agree that the Master Agreement is modified as described below:

1. **Exhibit A – Discount Category Pricing**
   CORRECTION: add the word standard as follows:
   The **standard** IQ package pricing shall be $2.36 per learner.

Except as specified in this Amendment No. 2, the Master Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Master Agreement and this Amendment No. 2 this Amendment No. 2 will control.

Signatures:

MIDWESTERN HIGHER EDUCATION COMPACT

Susan Heegaard
Name

President
Title

DocuSigned by:
Susan Heegaard
F12C8485BF0B4B5...
Signature

July 5, 2024 | 12:56 PM PDT
Date

INFOSEC INSTITUTE

Vince Formanek
Name

Vice President, Client Success
Title

DocuSigned by:
Vince Formanek
CC5F3E8801E8436...
Signature

June 24, 2024 | 3:34 PM CDT
Date

105 Fifth Avenue South, Suite 450 Minneapolis, MN 55401
(612) 677-2777 *office* (612) 767-3353 *fax* MHEC.ORG

DocuSign Envelope ID: 3213A9B9-2501-439E-9403-75723EAAFD61

MIDWESTERN HIGHER EDUCATION COMPACT

AMENDMENT No. 1 TO MASTER AGREEMENT BETWEEN
MIDWESTERN HIGHER EDUCATION COMMISSION
AND
INFOSEC INSTITUTE

This Amendment No. 1 amends the Master Agreement ("Master Agreement"), contract number MHEC-06172021-IS, between MIDWESTERN HIGHER EDUCATION COMMISSION (MHEC) and INFOSEC INSTITUTE (INFOSEC)

The parties agree that the Master Agreement is modified as described below:

1. **Section 6, Master Agreement Term**
   The Parties hereby agree to modify Section 6, Master Agreement Term to renew the term of this Agreement for an additional four (4) years from 7/1/2024 to 6/30/2028 (Term Ending Date).

2. **Exhibit A – Discount Category Pricing**
   The Parties hereby agree that
   a. The enterprise IQ package pricing shall increase to $2.36 per learner.
   b. Skills training individual license should be $400 per user.
   c. The contact person for enterprise pricing is updated to Julie Schrank, Infosec Senior Client Success Manager, (608) 515-5504.

3. **Section 41, Notification**
   Update INFOSEC information as follows:
   Infosec, Cengage Group Company
   5191 Natorp Blvd, Mason, OH 45040
   Vince Formanek, Vice President of Client Success
   vince.formanek@cengage.com

Except as specified in this Amendment No. 1, the Master Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Master Agreement and this Amendment No. 1 this Amendment No. 1 will control.

Signatures:

MIDWESTERN HIGHER EDUCATION COMPACT	INFOSEC INSTITUTE
Susan Heegaard	Vince Formanek
Name	*Name*
President	Vice President, Client Success
Title	*Title*
DocuSigned by: Susan Heegaard E12C8485BF0B4B5...	DocuSigned by: Vince Formanek CC5F3E8801E8436...
Signature	*Signature*
March 18, 2024 | 4:12 PM PDT	March 15, 2024 | 11:18 AM CDT
Date	*Date*

105 Fifth Avenue South, Suite 450 Minneapolis, MN 55401
(612) 677-2777 *office* (612) 767-3353 *fax* MHEC.ORG

MASTER AGREEMENT
BETWEEN
MIDWESTERN HIGHER EDUCATION COMMISSION
AND
INFOSEC INSTITUTE

THIS AGREEMENT, and amendments and supplements thereto, is made between the Midwestern Higher Education Commission (hereinafter MHEC) located at 105 Fifth Avenue South, Suite 450 Minneapolis, MN 55401, for the benefit of the Eligible Organizations located in the MHEC member states, and INFOSEC INSTITUTE, (hereinafter INFOSEC or Supplier) located at 311 W. Washington Avenue Madison, WI 53711 . For purposes of this Master Agreement MHEC and INFOSEC are referred to collectively as the "Parties" or individually as "Party".

Whereas, the Midwestern Higher Education Compact (Compact) is an interstate compact of twelve Midwestern states, such states being Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin (Member States); and MHEC, a nonprofit 501(c) (3), is a statutorily created governing body of the Compact established for the purposes, in part, of determining, negotiating and providing quality and affordable services for the Member States, the entities in those Member States, and the citizens residing in those Member States; and

Whereas, MHEC has established a Technology Initiative for the purpose of which is to determine, negotiate and make available quality and affordable technology products and services to the not-for-profit and public education related entities in the MHEC Member States; and

Whereas, MHEC has entered into separate agreements with the New England Board of Higher Education (NEBHE) and the Southern Regional Education Board (SREB) and the Western Interstate Commission for Higher Education (WICHE) respectively to allow entities in the NEBHE Member States, SREB Member States, and the WICHE Member States access MHEC's Technology Initiative contracts, including this Master Agreement; and

Whereas, NEBHE Member States refers to any state that is a member, or affiliate member of NEBHE. Current NEBHE Member States are: Connecticut, New Hampshire, Maine, Massachusetts, Rhode Island, and Vermont.

Whereas, SREB Member States refers to any state that is a member or an affiliate member of SREB. Current SREB Member States are: Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia; and

Whereas, WICHE Member States refers to any state that is a member or an affiliate member of WICHE. Current WICHE Member States are: Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming and U.S. Pacific Territories and Freely Associated States; and

Whereas, INFOSEC offers certain quality technology related products and services; and

Whereas, MHEC conducted a competitive sourcing event for IT Security Services MHEC-RFP-14OCT2020 dated October 14, 2020 and upon completion of the competitive process INFOSEC received an award; and

Therefore, in consideration of mutual covenants, conditions, and promises contained herein, MHEC and INFOSEC agree as follows:

1. Definitions

Resellers: refers to marketing agents, agents or order fulfillers authorized by INFOSEC to provide Products and Services under this Master Agreement. INFOSEC will list Resellers on an internet site accessible to MHEC, its Member States and Eligible Organizations. INFOSEC will provide to MHEC the general criteria used to authorize agents. INFOSEC shall notify MHEC when there are additions and/or deletions made to the list of Resellers. At any time during the term of this Master Agreement should MHEC protest the inclusion of a firm on this list pursuant to commercially justifiable cause, INFOSEC may require that firm to undergo re-approval.

INFOSEC**-branded Products:** refers to any Products that are made available under this agreement and are marked with the "INFOSEC" brand, including all Standard Configurations thereof, but does not include any of the following items: (i) accessories or parts added to the INFOSEC -branded hardware products (ii) accessories or parts that are not installed in the INFOSEC factory; or (iii) Third Party Software and Peripheral products.

Documentation: refers to the any documentation made available by INFOSEC to Procuring Eligible Organization relating to any Equipment or Software purchased as well as any manuals relating to the Equipment or Software.

Deliverables: refers to the tangible materials, including reports, studies, base cases, drawings, findings, software, manuals, procedures, and recommendations that INFOSEC delivers to Procuring Eligible Organization.

Eligible Organizations: This Master Agreement shall be the framework under which Eligible Organizations can acquire solution offerings as defined herein from INFOSEC. Eligible Organizations shall include:

1. All not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions;
2. All K-12 schools and school districts;
3. All city, county, and other local governments; and
4. All state governments and their departments.

Eligible Organizations shall also include all not-for-profit private and public institutions and/or systems of higher education; K-12 schools and districts; city, county, and other local governments; and state governments and their departments located within the following other education Compacts in the country; the New England Board of Higher Education (NEBHE), the Southern Regional Education Board (SREB), and the Western Interstate Commission for Higher Education (WICHE).

Equipment: refers to INFOSEC's full line or "family" of product, which include devices that have a primary function related to the collection, transfer, storage, or processing of data that INFOSEC delivers to Procuring Eligible Organization.

Large Order Negotiated Pricing: refers to the prices or additional discounts that may be offered to specific Eligible Organizations under defined additional terms and conditions. Selection and pricing of large order negotiated pricing shall be by mutual agreement of the Eligible Organization and Supplier. Large Order Negotiated Pricing shall apply only to those items that meet the applicable additional terms and conditions negotiated by Supplier and the Eligible Organization.

Promotional Prices: refers to special prices that may be offered nationally or regionally under this Master Agreement to a specific category of customers intended to include similarly situated public entity and

institutional Eligible Organizations for defined time periods and in similar quantities under defined terms and conditions.

Order: refers to an Eligible Organization's purchase order or other ordering document evidencing its intent to procure Products or Services from Supplier under the terms and conditions of this Master Agreement.

Procuring Eligible Organization: refers to an Eligible Organization which desires to purchase under this Master Agreement and has executed an Order.

Products: refers to the full line of market offerings for attention, acquisition, use or consumption to satisfy the Eligible Organization's need or want that INFOSEC makes available under this Master Agreement. INFOSEC may incorporate changes to their product offering; however, any changes must be within the scope of the IT Security Services MHEC-RFP-14OCT2020 award.

Retail Price List: refers to the INFOSEC's retail price list and is a complete list of Products and Services with the corresponding retail prices for those Products and Services made available for purchase by Eligible Organizations under this Master Agreement. The Retail Price List typically contains an item number, item description and the retail price for each Product.

Services: refers to the Services offered by INFOSEC under this Master Agreement that deliver value to Eligible Organizations by facilitating outcomes Eligible Organizations want to achieve without taking on the ownership of specific costs and risks. INFOSEC may incorporate changes to their service offering; however, any changes must be within the scope of the IT Security Services MHEC-RFP-14OCT2020 award. Some Services may require additional contract terms and conditions that Eligible Organizations shall negotiate with the Supplier as applicable, such as service level agreements and/or statements of work.

Software: Software shall mean software, library, utility, tool, or other computer or program code, each in object (binary) code form, as well as the related media, printed materials, online and electronic documentation and any copies thereof. Software shall include updates, upgrades, maintenance releases, revisions, and enhancements to the licensed software. Software may include Software accessed by Eligible Organization through the Internet or other remote means (such as websites, portals, "hosted" and "cloud-based" solutions). INFOSEC may incorporate changes to their Software offering; however, any changes must be within the scope of the IT Security Services MHEC-RFP-14OCT2020 award.

System Software: means Software that provides basic hardware functionality and provides a platform for applications to run (e.g., firmware and BIOS software), and any Software specifically designated by INFOSEC as System Software the purpose of which is to operate and manage the Products in which it is embedded.

Application Software: means computer programs that are designed to perform specialized data processing tasks for the user and any Software specifically designated by INFOSEC as Application Software.

Supplier: refers to INFOSEC or a Reseller.

Third Party Products: refers to any Equipment ("Third Party Equipment") or Software ("Third Party Software") other than parts that are INFOSEC branded or originally listed as components of INFOSEC -branded Products. Third Party Software is not considered components of INFOSEC -branded Products.

Third Party Services: refers to any Services performed by someone other than INFOSEC or its subcontractors.

2. Scope of Work

Procuring Eligible Organizations shall purchase from Supplier, and Supplier shall distribute to Procuring Eligible Organizations Products and Services in accordance with the terms of this Master Agreement. All Eligible Organizations are qualified to purchase under this Master Agreement, including those Eligible Organizations currently under a separate agreement with Supplier. Accordingly, Supplier shall provide Products or Services only upon the issuance and acceptance by Supplier of a valid Order. Orders may be issued to purchase any Products or any Services listed on the Retail Price List. A Procuring Eligible Organization may purchase any quantity of Products or Services listed in INFOSEC's Retail Price List at the prices stated herein. For Large Order Negotiated Pricing, Supplier and Eligible Organization may negotiate quantity discounts below the Products and Services Pricing for a given purchase order. As it sees fit, Supplier may offer under this Master Agreement discounts that result in prices below those listed in the Product and Services Price List. INFOSEC is solely responsible for fulfillment of the responsibilities under the terms and conditions of this Master Agreement. Notwithstanding anything to the contrary contained in this Master Agreement or Order under the Master Agreement, MHEC shall not be liable for any Eligible Organization that executes an Order under this Master Agreement. An Eligible Organization shall not be responsible for any other Eligible Organization that executes its own Order under this Master Agreement.

This Master Agreement covers the products and solutions as described in for IT Security Services MHEC-RFP-14OCT2020 dated October 14, 2020. The category awarded under this Master Agreement is:

Security awareness training:

The market for end-user-focused security education and training is growing rapidly. Security and risk management leaders' need to influence the security behaviors of people --employees, citizens and consumers --is fueling demand for these products.

3. Purchasing Under Master Agreement

A. **Products**: Procuring Eligible Organization shall purchase from Supplier the Products listed on the Retail Price List under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the quantity, and description of the Product that Procuring Eligible Organization desires to purchase or license; (iii) the price of the Product in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the "ship-to" address; (vi) the requested delivery dates and shipping instructions; (vii) a contact name and telephone number; and (viii) reference to this Master Agreement. Supplier must notify Procuring Eligible Organization if it intends to substitute any item(s) that has been ordered by the Procuring Eligible Organization using this contract; the Procuring Eligible Organization will then have the option to cancel the order if such substitute item is not acceptable.

B. **Services**: Procuring Eligible Organization shall purchase Services from Supplier under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the description of the Service (s) that Procuring Eligible Organization desires Supplier to perform; (iii) the price of the Service in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the requested performance dates; (vi) a contact name and telephone number; and (vii) reference to this Master Agreement. Eligible Organizations purchasing on-site Support, on-site Training, Professional, or IT as a Service shall negotiate the terms and conditions of such purchase with the Vendor, including, as applicable, service level agreements and/or statements of work.

C. Each Order that is accepted by Supplier will become a part of the Agreement as to the Products and/or Services listed on the Order only; no additional terms or conditions will be added to this Agreement

as a result of the acceptance of the Order, nor will such terms affect any purchase. An Order from an Eligible Organization accepted by Supplier is binding.

D. Procuring Eligible Organization may request in writing a change or cancellation of an Order that Supplier has previously accepted up until the time INFOSEC has begun manufacturing the Products or preforming the Services.

E. Supplier will accept a purchasing card for order placement in addition to accepting a purchase order.

F. When Equipment purchased under this Master Agreement requires installation, the Supplier must provide the cost of installation as a separate line item on their quotation unless installation is included in the price. The installation cost must include all packing, freight, insurance, set-up, instruction, and operation manual charges. Equipment must be set in place in an area designated by Procuring Eligible Organization personnel, demonstrated to be in operating condition, and approved by Procuring Eligible Organization personnel. Upon request, INFOSEC will provide a Services quote with a Statement of Work to remove any and all debris from the Procuring Eligible Organization's site. Upon installation, all operating instructions will be provided either physically or electronically to Procuring Eligible Organization's personnel identified on the purchase order.

4. Due Diligence

Notwithstanding MHEC's role in entering into this Agreement and any additional efforts by MHEC, Eligible Organization acknowledges and agrees that:

a) Eligible Organization is solely responsible for its own due diligence regarding the Agreement;
b) MHEC is not responsible for, and makes no representation or warranty, regarding the appropriateness of the Agreement for the Eligible Organization specifically; MHEC has not made any legally binding representations regarding Supplier and that MHEC does not guarantee or warrant the products or services of INFOSEC; and
c) MHEC is not responsible for the actions or omissions of Supplier.

Issues of interpretation and eligibility for participation are solely within the authority of the procurement and statutory rules and regulations applicable to the Eligible Organization. The Eligible Organization is responsible for assuring it has the authority to place Orders under this Agreement.

5. Quantity Guarantee

This Master Agreement is not a purchase order, nor does it guarantee any purchases to be made by any Eligible Organization. This Master Agreement is not an exclusive agreement. MHEC and Eligible Organizations may obtain information technology products and services from other sources during the term of the Master Agreement.

6. Master Agreement Term

This Agreement will become effective from the date it has been executed by all parties and shall remain in effect until June 30, 2024 (Term Ending Date) unless otherwise terminated pursuant to the terms of the Agreement. The Agreement may be mutually renewed for four (4) additional years, unless one party terminates in writing ninety (90) days prior to the Term Ending Date anniversary. Eligible Participants may procure products and services from Supplier under the terms of the MHEC Master Agreement at any time during the duration of the Agreement or any renewal thereof.

7. Order of Precedence

Where the terms and conditions of this Master Agreement are in conflict with an Eligible Organization's state and/or institutional laws or regulations, the Eligible Organization and INFOSEC may enter into an addendum to amend the terms and conditions of the Master Agreement to conform to the Eligible

Organization's state and/or institutional laws or regulations. Likewise, a Procuring Eligible Organization and INFOSEC may enter into an addendum to supplement or modify this Agreement for specific Products or Services. The terms and conditions of the addendum shall only be applicable between the Eligible Organization that entered into the addendum and INFOSEC.

In the event of any conflict among these documents, the following order of precedence shall apply:

A. Mutually agreed upon Statement of Work ("SOW") or Service Level Agreement ("SLA")

B. License terms applicable to the software license or software service purchased hereunder

C. Executed addendum, not to include Purchase Orders, between Eligible Organization and INFOSEC

D. The terms and conditions of this Master Agreement or any MHEC- INFOSEC addenda to this Master Agreement and its Exhibits

E. The list of Products and Services contained in the Order

8. Payment Provisions

A. **Acceptance.** A Procuring Eligible Organization shall determine whether all Products and Services delivered meet the INFOSEC's published specifications. Unless otherwise agreed upon between the Eligible Organization and INFOSEC, the Eligible Organization shall within fifteen (15) calendar days from the date of delivery, issue a written notice of partial acceptance or rejection of the Products or Services; otherwise the Products or Services shall be deemed accepted.

B. **Prepayment**: Eligible Organization will not be required to make any advance payments to Supplier for any task deliverable or time-and-materials based orders under this Master Agreement. This clause does not apply to subscriptions for which payment is commonly expected prior to activation of coverage, such as periodical subscriptions, memberships, or annual maintenance agreements.

C. **Payment of Invoice**. Payments shall be delivered to Supplier at the address shown on the invoice. Payments shall be made within forty-five (45) days from the date of invoice. In the event that Supplier is required to pursue the collection of past due amounts not subject to a good faith dispute between Supplier and the Procuring Eligible Organization, Supplier will be entitled to recover interest accrued at the lesser of 1.5% per month or in accordance with the applicable state laws of the Procuring Eligible Organization.

D. **Dispute Notice.** Procuring Eligible Organization shall make a good faith effort to notify Supplier of any billing discrepancies or disputes about an invoice within fifteen (15) business days after receiving it, specifying with particularity the basis of any such dispute ("Dispute Notice") or in accordance with the applicable state laws of the Procuring Eligible Organization. Tender of a Dispute Notice does not relieve Procuring Eligible Organization of its obligations to pay the undisputed portion of any invoice subject to a Dispute Notice. Any amounts that were the subject of a Dispute Notice and are subsequently resolved in favor of Supplier will be subject to interest charges accruing from the original due date.

E. **Partial Shipment**. In the event an order is shipped incomplete (partial), the Procuring Eligible Organization must pay for each shipment as invoiced by Supplier unless the Procuring Eligible Organization has clearly specified "No Partial Shipment" on each purchase order.

F. **Payment of Taxes**. The prices listed under this Master Agreement do not include, and Procuring Eligible Organization shall reimburse Supplier for, any and all taxes and/or duties assessed against or

payable by Supplier in connection with the sale of Equipment, licensing of Software or Documentation, or performance of Services except for taxes imposed upon Suppliers net income. Unless the Procuring Eligible Organization provides a proof of tax exemption, taxes will be additive to the contracted price.

9. Shipping

INFOSEC shall ship the Products F.O.B. destination. Title to Products shall pass to Procuring Eligible Organization upon delivery to Procuring Eligible Organization's destination point. Risk of loss or damage to the Products shall pass to Procuring Eligible Organization upon delivery to the Procuring Eligible Organization. INFOSEC shall bear the risk of loss with respect to returned Products except for loss or damage directly attributable to the negligence of the Eligible Organization. Standard 3-5 day ground shipping will be included in the price of the equipment. All equipment must be shipped fully configured with the required components unless as otherwise noted.

10. Product Delivery

A. Unless otherwise agreed to by Procuring Eligible Organization and Supplier, Supplier agrees to deliver Products to Procuring Eligible Organization within thirty (30) days after receipt of a valid Order. If delivery cannot be made within thirty (30) calendar days, Supplier will notify Procuring Eligible Organization within five (5) business days following Order placement, and Procuring Eligible Organization, as its exclusive remedy, can cancel the order by written, electronic, or facsimile notification. Failure of the Supplier to adhere to delivery schedules as specified or to promptly replace defective product shall render the Supplier liable for all costs in excess of the contract price when alternate procurement is necessary. Suppliers acknowledge that all locations of any particular Eligible Organization may not be within the MHEC region.

B. If deliveries prove to be unsatisfactory, or other problems arise, MHEC reserves the right to delete Product or Services from the Master Agreement and/or cancel Master Agreement. Similarly, if deliveries prove to be unsatisfactory or other problems arise under the agreement for a Procuring Eligible Organization, the Procuring Eligible Organization retains all of its remedies for a default. Failure of MHEC or the Procuring Eligible Organization to exercise its rights of termination for cause or other remedies for default due to a Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights or other default remedies in any other instance.

C. Suppliers may choose to deliver products electronically where practicable. This option must be under the independent control of each Procuring Eligible Organization.

11. Purchase of Open Market Items

Open Market items are incidental items, non-contract items, and items not on the price schedule. These items must be clearly identified on any sales quote or sales order referencing this Master Agreement as being open market items.

12. Price Guarantees

The Procuring Eligible Organization shall pay the lower of the prices contained in the Master Agreement, or Large Order Negotiated Pricing at the time of Order (provided that, with respect to the applicability of Large Order Negotiated Pricing, such Procuring Eligible Organization is a party to the Large Order Negotiated Pricing negotiations and the purchase is part of the project for which the Large Order Negotiated Pricing was negotiated). When Eligible Organizations purchase under this Master Agreement, INFOSEC shall not sell Products or Services to Eligible Organizations at prices higher than those awarded via this Master Agreement and in instances where this Provision is applied, this Master Agreement

contract number shall be referenced in the Supplier's quote.

13. Services Pricing

INFOSEC agrees to maintain the Service Pricing in accordance with the following provisions:

A. For any standard Services, in which the Services and corresponding SKU are on Retail Price List, the applicable discount percentage as noted in Exhibit A will apply. Except as set forth in Section 12, "Price Guarantees" or Section 42"Administrative Reporting and Fees," the discount percentage set forth in Exhibit A shall remain firm for the term of the Master Agreement.

B. For any custom Services that are not included on the Retail Price List, the prices for such Services purchased under this Master Agreement will be as mutually agreed upon by both INFOSEC and Procuring Eligible Organization and as set forth in a INFOSEC quote or an applicable SOW or negotiated agreement.

C. Specific geographic restrictions on the availability of Services must be conveyed to the Procuring Eligible Organization.

D. Any purchase by Procuring Eligible Organizations of IT-as-a-Service is pursuant to the terms of the INFOSEC IQ License Agreement as shown in Exhibit B.

14. Data Ownership

Eligible Organization's data shall remain the exclusive property of Eligible Organization and Eligible Organization shall retain all rights, including intellectual property rights in and to such data. Supplier will use Eligible Organization's data only for the purpose of fulfilling its duties under the Master Agreement or an order under the Master Agreement, and for Eligible Organization's sole benefit, and will not share such data with or disclose it to any third party without the prior written consent of Eligible Organization or as otherwise required by law.

15. License and Proprietary Rights

The terms applicable to any software are in its license agreement, included with the Software media packaging, or presented to Procuring Eligible Organization during the installation or use of the Software.

All right, title, and interest in and to the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Software, Products, Deliverables and all content and other items included with or as part of the Products, Services, Software, or Deliverables, such as text, graphics, logos, button icons, images, audio clips, information, data**,** feedback, photographs, graphs, videos, typefaces, music, sounds, and software, as well as the methods by which any Services are performed and the processes that make up the Services, shall belong solely and exclusively to Supplier or its suppliers or licensors, and Procuring Eligible Organization shall have no rights whatsoever in any of the above, except as expressly granted in this this Master Agreement.

16. Warranties

A. **Equipment**: INFOSEC warrants that any INFOSEC branded Products shall be free from defects in material and workmanship under normal use, will conform to the specifications within the Product documentation accompanying the product, and that the Equipment shall remain in good working order for the applicable warranty period from the date of Invoice. The applicable warranty period will be determined by such factors as the type of Warranty or Product purchased. If any Equipment is not as warranted in this Section, then INFOSEC shall repair or replace the Equipment in accordance with the applicable warranty. In repairing or replacing any Equipment or part of any Equipment under this warranty, INFOSEC may use new, remanufactured, reconditioned, refurbished, or functionally

equivalent Equipment or parts of Equipment. For any Equipment or parts thereof repaired, replaced or corrected under this Section, the warranty period applicable to the Equipment will continue for the remainder of the original warranty period. If, INFOSEC determines that it cannot, in a commercially reasonable manner repair or replace any Equipment, then INFOSEC may, in its sole discretion, refund to Procuring Eligible Organization the price of the Equipment.

B. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR IN THE APPLICABLE PRODUCT OR SERVICE DOCUMENTATION, INFOSEC (INCLUDING ITS AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS (COLLECTIVELY, THE "INFOSEC PARTIES") MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS, SOFTWARE, DELIVERABLES OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (B) RELATING TO THIRD-PARTY PRODUCTS; OR (C) RELATING TO THE RESULTS OR PERFORMANCE OF THE SOLUTION, INCLUDING THAT THE SOLUTION WILL BE PROVIDED WITHOUT INTERRUPTION OR ERROR.

C. WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICE NOT PERFORMED OR AUTHORIZED BY INFOSEC (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH THE DOCUMENTATION, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE SOLUTION. WARRANTIES DO NOT APPLY TO THIRD-PARTY PRODUCTS. ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER.

D. NOTHING IN THIS SECTION SHALL EXCLUDE OR LIMIT INFOSEC'S WARRANTY OR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALWAYS ENFORCE CLASS ACTION OR JURY WAIVERS, AND MAY LIMIT FORUM SELECTION CLAUSES AND STATUTE OF LIMITATIONS PROVISIONS, AS SUCH, ONLY THE LIMITATIONS THAT ARE LAWFULLY APPLIED TO PROCURING ELIGIBLE ORGANIZATION IN PROCURING ELGIBILE ORGANIZATIONS'S JURISDICTION WILL APPLY TO PROCURING ELIGIBLE ORGANIZATION, AND INFOSEC'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

E. **HIGH-RISK DISCLAIMER:** INFOSEC SHALL NOT BE LIABLE TO THE PROCURING ELIGIBLE ORGANIZATION FOR USE OF THE SOLUTION IN HAZARDOUS OR HIGH-RISK ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, IN WHICH THE FAILURE OR MALFUNCTION OF THE SOLUTION COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE. SUCH USE IS AT PROCURING ELIGIBLE ORGANIZATION'S OWN RISK, EVEN IF INFOSEC KNOWS OF SUCH USE, AND INFOSEC EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH HIGH-RISK ACTIVITIES.

F. **Services**: INFOSEC represents and warrants that the Services provided under this Master Agreement will be performed in a skillful, competent, timely, professional and workmanlike manner, and that the INFOSEC employees, agents and contractors assigned to perform Services under this Master Agreement have the proper skill, training and background so as to be able to perform in a skillful, competent, timely, professional and workmanlike manner. Any additional warranty for Services will be decided on a case by case basis and be mutually agreed upon in a SOW.

G. **Third-Party Products and Services Warranties**: INFOSEC does not warrant Third-Party Products or Services. Any warranty provided on Third-Party Product(s) or Service(s) is provided by the publisher, original manufacturer, or service provider and may vary from product to product or service to service. Such warranties shall be provided to the Procuring Eligible Organization with the Third Party Products and Services.

H. **Transfer of Title.** INFOSEC warrants that Procuring Eligible Organization shall acquire good and clear title to INFOSEC -branded Products being purchased under this Master Agreement, free and clear of all liens and encumbrances. For any non- INFOSEC branded Products, INFOSEC warrants that it has the right to provide such Products to the Procuring Eligible Organization.

17. Termination

A. At any time MHEC may terminate this Master Agreement, in whole or in part, by giving INFOSEC ninety (90) days written notice; provided however, neither MHEC nor Eligible Organization has the right to terminate a specific Order for convenience after the Product has begun production or been shipped for such Products that don't require production. At any time, INFOSEC may terminate this Master Agreement, in whole or in part, by giving MHEC ninety (90) days written notice. Such termination shall not relieve INFOSEC of any warranty or other service obligations incurred under the terms of this Master Agreement.

B. Either Party may terminate this Master Agreement for cause based upon material breach of the Master Agreement by the other Party, provided that the non-breaching Party shall give the breaching Party written notice specifying the breach and shall afford the breaching Party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching Party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching Party may declare the breaching Party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all remedies available to it under the law.

C. In the event that either Party be adjudged insolvent or bankrupt by a court of competent jurisdiction, or upon the institution of any proceedings by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon any assignment for the benefit of creditors, or upon the appointment of a receiver or trustee of any of its property or assets, or upon the liquidation, dissolution or winding up of its business, then and in any such event this Master Agreement may immediately be terminated or cancelled by the other Party hereto.

D. In the event this Master Agreement expires or is terminated for any reason, a Procuring Eligible Organization shall retain its rights in all Product and Services accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

E. Procuring Eligible Organization or INFOSEC may terminate an Order under this Master Agreement for cause based upon material breach of the Order or Master Agreement by the other, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within 30 days after receipt of a written notice the breaching party has not corrected the breach, or in the case of a breach that cannot be corrected in 30 days, begun and proceeded in good faith to correct the breach, the non-breaching party may terminate the Order effective immediately. The non-breaching party shall retain any and all remedies available to it under the law. A breach and any resulting termination of an Order under this Section 17 E shall have no effect on any other Order made by any other Eligible Organization.

18. Non-Appropriation

This provision applies only to publicly funded Eligible Organizations. The terms of this Master Agreement and any Order issued for multiple years under this Master Agreement is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Master Agreement or in any purchase order or other document, Procuring Eligible Organization may terminate its obligations under this Master Agreement if sufficient appropriations are not made by the governing entity to pay amounts due for multiple year agreements. The Procuring Eligible Organization's decision as to whether sufficient appropriations are available shall be accepted by INFOSEC and shall be final and binding. A Procuring Eligible Organization shall provide sixty (60) days' notice, if possible, of its intent to terminate this contract for non-appropriation. The Procuring Eligible Organization shall send to INFOSEC a notice of its Governing Body's decision not to appropriate funds for the installment sale payments for the subsequent fiscal year. Such termination shall relieve the Procuring Eligible Organization, its officers and employees from any responsibility or liability for the payment of any future Orders. However, all outstanding invoices from INFOSEC will be paid by the Procuring Eligible Organization.

19. Records and Audit

INFOSEC agrees to maintain records directly related to the Invoices and Purchase Orders under this Master Agreement for a period of three (3) years or such term as required by applicable law from the date of receipt of final payment after termination of the Master Agreement. These records shall be subject to inspection, which maybe initiated no more than twice annually, at an agreed upon time and location, with reasonable advance notice, by Procuring Eligible Organization and appropriate governmental authorities within Procuring Eligible Organization's state. The Procuring Eligible Organization shall have the right to request copies of invoices either before or after payment. Payment under this Master Agreement shall not foreclose the right of the Procuring Eligible Organization to recover excessive or illegal payments.

20. Background Checks. Supplier will perform background investigations within the scope of the Suppliers current standard policies and practices for any Supplier employees or subcontractors entering upon a Procuring Eligible Organizations premises, where legally acceptable and culturally permissible.

21. Insurance

The Contractor shall, at its own expense, obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless MHEC specifies otherwise. Eligible Organizations may have additional requirements. Eligible Organization will be responsible for managing compliance with the requirements of this section and/or their institutional requirements.

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows: a. Each Occurrence $1,000,000 b. Products/Completed Operations Aggregate $2,000,000 c. Personal and Advertising Injury $1,000,000 d. General Aggregate $2,000,000

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with minimum liability limits of $250,000 per person and a combined single limit of not less than one million dollars ($1,000,000) per occurrence. Required only if Supplier drives on Eligible Organization's premises or transports Eligible Organization's employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to Eligible Organization.

C. If applicable, Professional Liability Insurance with a limit of two million dollars ($2,000,000) per occurrence or claim with an aggregate of not less than two million dollars ($2,000,000). If this insurance is written on a claims-made form, it will continue for three years following

termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

D. If applicable, Professional Errors and Omissions insurance with limits of one million dollars ($1,000,000) per occurrence.
E. Workers' Compensation as required by applicable Eligible Organization's state law and Employer's Liability Workers' Compensation as required by applicable Eligible Organization's state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence.
F. Employer's liability or "stop gap" insurance of not less than $1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
G. Cyber Insurance In the event CONTRACTOR will host data, or provide for the hosting of data through a third-party entity, CONTRACTOR shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than $5,000,000 and first party limits of not less than $1,000,000, that will provide, without cost to the CONTRACTOR or Eligible Organization, an immediate response in the event of a data breach, including meeting all notification obligations of CONTRACTOR and Eligible Organization and in the event the data breach involves personal information, available free credit monitoring for any affected individual for a minimum period of one year. CONTRACTOR shall defend, indemnify, save and hold harmless, the Eligible Organization, its officers, agents and employees from liability of any nature or kind, including costs and expenses, for or on account of any and all suits, claims, or damages of any character whatsoever, resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or omission of the Contractor, or any subcontractor, or their employees or agents.

The insurance coverages listed above must meet the following additional requirements:

H. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the CONTRACTOR.
I. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the Eligible Organization. The policies shall be in form and terms approved by the Eligible Organization.
J. The duty to defend, indemnify, and hold harmless the Eligible Organization under this agreement shall not be limited by the insurance required in this agreement.
K. The Eligible Organization and its agencies, officers, and employees shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The Eligible Organization shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the CONTRACTOR.
L. A Waiver of Subrogation" waiving any right to recovery the insurance company may have against the Eligible Organization.
M. CONTRACTOR shall furnish a certificate of insurance to the Eligible Organization representative prior to commencement of work under this agreement. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required in this agreement is a material breach of contract entitling Eligible Organization to terminate agreement immediately.

N. CONTRACTOR shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements to MHEC and any active Eligible Organizations. CONTRACTOR shall provide on an ongoing basis, current certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration.

22. Independent Contractor

INFOSEC, its agents, and employees are independent contractors and are not employees of MHEC or any Eligible Organization. INFOSEC has no authorization, express or implied to bind MHEC or any Eligible Organization to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Eligible Organization, except as expressly set forth herein. Nothing in this Master Agreement is intended, or shall be deemed, or construed to constitute a partnership or a joint venture between the Parties.

23. Debarment & Suspension

INFOSEC represents that it is not debarred or suspended from doing business with the federal government or any MHEC member states. Furthermore, INFOSEC shall provide notice to MHEC if the INFOSEC becomes debarred or suspended at any point during the duration of the Master Agreement.

24. Patent, Copyright, Trademark and Trade Secret Indemnification

INFOSEC will indemnify, defend and hold MHEC and Eligible Organization harmless from any third party claim that any INFOSEC -branded Product or Service provided to Eligible Organization pursuant to this Master Agreement infringes on another person's or entity's United States patent, copyright, trade secret or any other proprietary right of a third party. INFOSEC will have no obligation under this section with respect to any Claim of infringement resulting from (a) Services performed, or Product provided, pursuant to Eligible Organization's specification or design; (b) an Eligible Organization's unauthorized modification of a Product; or (c) any combination, operation, or use of the Product with systems other than those provided by INFOSEC to the extent that such a Claim is caused by such modification, combination, operation, or use of the Product. Following notice of a Claim or a threat of actual suit, INFOSEC will, at its own expense and option, (1) resolve the claim in a way that permits continued ownership and use of the affected Product or Service; (2) provide a comparable replacement at no cost; or (3) in the case of a Product accept return of the Product, freight collect, and provide a reasonable depreciated refund and in the case of a Service, provide a refund less a reasonable adjustment for beneficial use, but in no event shall refund of Product or Service relieve INFOSEC from its obligations to defend and indemnify MHEC and Eligible Organizations.

25. Indemnification

INFOSEC will indemnify, protect, save and hold harmless MHEC and Eligible Organizations, as well as the representatives, agents and employees of MHEC and Eligible Organizations, from any and all third party claims or causes of action related to a claim of personal injury or damage to tangible property, including all reasonable attorneys' fees incurred by MHEC and/or Eligible Organizations, directly arising from intentionally wrongful actions or omissions or the negligent performance of the Master Agreement by INFOSEC, INFOSEC's agents, employees, or subcontractors. MHEC and/or Eligible Organization shall give INFOSEC written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder. For state entities, INFOSEC will coordinate with state's attorney general as required by state law. INFOSEC will control the defense of any such claim or action at INFOSEC's own expense. MHEC and/or Eligible Organization agree that INFOSEC may employ attorneys of its own choice to appear and defend the claim or action and that MHEC and/or Eligible Organization shall do nothing to

compromise the defense of such claim or action or any settlement thereof and shall provide INFOSEC with all reasonable assistance that INFOSEC may require.

26. Limitation of Liability

INFOSEC shall not be liable to MHEC or any individual Eligible Organization for any direct damages in excess of $500,000 or the price of the Product(s) or Service(s) purchased per Order subject to such claim, whichever is greater. The foregoing limitation does not apply to any indemnification obligations under this Master Agreement or to damages resulting from personal injury or tangible property damage caused by INFOSEC's negligence or willful misconduct. NEITHER INFOSEC, MHEC NOR ANY ELIGIBLE ORGANIZATION SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT, WHETHER THE CLAIM ALLEGES TORTUOUS CONDUCT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. INFOSEC IS NOT RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM(S) OR NETWORK OR EXCEPT AS SET FORTH IN THIS AGREEMENT, THE PROCUREMENT OF SUBSTITUTE PRODUCTS, SOFTWARE OR SERVICES.

THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR INFOSEC PROVIDING PRODUCTS, SOFTWARE, OR SERVICES TO PROCURING ELIGIBLE ORGANIZATION, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES.

27. Spoliation

INFOSEC shall promptly notify MHEC and/or Eligible Organization of all potential claims that arise or result from this Master Agreement. INFOSEC shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to MHEC and/or Eligible Organization the opportunity to review and inspect the evidence, including the scene of an accident.

28. Confidentiality

A. While INFOSEC is providing Services hereunder, Eligible Organization or INFOSEC may disclose to the other certain business information identified as confidential ("Confidential Information"). All such information shall be marked or otherwise designated as "Confidential" or "Proprietary". In order for such information to be considered Confidential Information pursuant to this Section 28 of the Master Agreement, it must conform to the data practices laws or similar type laws of the State in which the Eligible Organization is located or was founded. Information of a proprietary nature which is disclosed orally to the other party shall not be treated as Confidential Information unless it is stated at the time of such oral disclosure that such information is Confidential Information and such information is reduced to writing and confirmed as Confidential Information to the recipient. Both Eligible Organization and INFOSEC agree that, with respect to Confidential Information it receives (as "Recipient") from the other (as a "Discloser") in connection with this Master Agreement or an Order pursuant to this Master Agreement, that it (i) will use such Confidential Information solely for the purposes contemplated by the Master Agreement or an Order placed under this Master Agreement, (ii) shall not use any such Confidential Information for any other purpose and in particular shall not so

use such Confidential Information in any manner either to the detriment of the Discloser or for the benefit of the Recipient or any third party, and (iii) shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser.

B. Each Party will make reasonable efforts not to disclose the other Party's Confidential Information to any third party, except as may be required by law or court order, unless such Confidential Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidential Information shall remain the property of and be returned to the Disclosure (along with all copies or other embodiments thereof) within fifteen (15) days of (a) a written request from the Discloser, or (b) the earlier receipt by the Recipient from the Discloser of a written demand following a breach by Eligible Organization or INFOSEC of this Master Agreement or an Order under this Master Agreement directing that Confidential Information described generally or specifically in such demand be returned to the Discloser.

C. In such cases where Confidential Information is required to be disclosed to a third party for purposes of providing Services, all disclosure of Confidential Information will be in accordance with the separate non-disclosure agreement between INFOSEC and the third party.

D. If a separate, written nondisclosure agreement exists between Eligible Organization and INFOSEC, that agreement will control and will apply according to its terms and conditions to all Confidential Information the parties exchange with each other.

E. Notwithstanding anything to the contrary in this Agreement or amendment to this Master Agreement, both Eligible Organization and INFOSEC agree to comply with the data practices or similar type laws of the State in which Eligible Participant is located or founded, to the extent applicable to the scope of services performed by Supplier.

29. FERPA (and Other Privacy Laws)

Where applicable to the scope of services INFOSEC is providing, and only to the extent directly applicable to INFOSEC and its Services, INFOSEC agrees to comply with the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act (GLBA) and all other applicable state and federal privacy laws. To the extent an Eligible Organization discloses any information to INFOSEC subject to aforementioned privacy laws, Eligible Organization agrees to advise INFOSEC of the disclosure of such information; and Eligible Organization represents and warrants to INFOSEC that it has obtained any required consents to disclose such information. In addition, to the extent that INFOSEC is or becomes a Business Associate as defined in HIPAA, both Parties acknowledge that a separate mutually agreeable Business Associate Agreement may be required and will govern according to its terms.

With regard to FERPA, for purposes of this Agreement, INFOSEC is a contractor or outside service provider with whom the Procuring Eligible Organization has outsourced institutional services or functions that it would otherwise use employees to perform. For purposes of FERPA, the Procuring Eligible Organization has determined that Supplier, and its employees acting in the course of their employment under this Agreement, is a school official with a legitimate educational interest in obtaining access to education records and will only provide INFOSEC with access to those particular education records in which INFOSEC has a legitimate educational interest. Further, the Procuring Eligible Organization represents and warrants that it has obtained any required consents to disclose such records to Supplier and the Procuring Eligible Organization represents and warrants that it has or will make all required notifications required to disclose

such records to Supplier. Supplier shall be under the direct control of the Procuring Eligible Organization with respect to its maintenance and use of personally identifiable information from education records provided under this Agreement. Supplier shall not further disclose any personally identifiable information from education records to any third party unless that third party likewise has a legitimate educational interest in obtaining access to education records and unless authorized to so further disclose by the Procuring Eligible Organization. For purposes of this Agreement, the Procuring Eligible Organization has determined that those Supplier contractors performing institutional services or functions that the Procuring Eligible Organization would otherwise use employees to perform shall have such legitimate educational interest in instances where contractor requires access to education records in order to fulfill its responsibilities under this Agreement. Such access shall be limited to the specific educational records necessary for the performance of services and in such instances contractor shall have the same obligations pursuant to this section as Supplier and Supplier shall inform said contractors of its obligations. Supplier agrees to hold non-public information that is subject to FERPA requirements, which may include personally identifiable information, in strict confidence and agrees to implement and maintain safeguards to protect the security, confidentially and integrity of any such non-public personal information it receives from Procuring Eligible Organizations. Suppliers shall not disclose such non-public personal information received from or on behalf of Procuring Eligible Organization except as permitted or required by this Agreement or addendum, as required by law, or otherwise authorized in writing by Procuring Eligible Organization.

30. **Accessibility. S**upplier agrees to comply with all applicable requirements of the Rehabilitation Act of 1973, as amended, 29 USC 794, including Sections 504 and 508, which prohibits discrimination on the basis of disabilities, and with the Americans with Disabilities Act of 1990 ("ADA"), as amended, 42 USC 12101 et seq., which requires the provision of accessible facilities and services. Goods and services provided by provider shall be accessible to individuals with disabilities to the greatest extent practical, but in no event less than the standards set forth by the state in which the Eligible Participant resides and federal accessibility laws. For web-based environments, services and content must conform to the Web Content Accessibility Guidelines ("WCAG") 2.0 AA (available at http://www.w3.org/WAI/intro/wcag.php).

31. **Amendments**

    Except as provided for in Section 7 “Order of Preference” and Section 13 “Service Pricing”; this Master Agreement shall only be amended by written instrument executed by the Parties.

32. **Scope of Agreement**

    This Master Agreement incorporates all of the agreements of the Parties concerning the subject matter of this Agreement, and all prior agreements have been merged into this Master Agreement. No prior agreements, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Master Agreement.

33. **Invalid Term or Condition**

    If any term or condition of this Master Agreement shall be held invalid or unenforceable, the remainder of this Master Agreement shall not be affected and shall be valid and enforceable.

34. **Enforcement of Agreement**

    A Party’s failure to require strict performance of any provision of this Master Agreement shall not waive or diminish that Party’s right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Master Agreement shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

35. Equal Opportunity Compliance

INFOSEC agrees to abide by all applicable Federal and state laws, regulations, and executive orders pertaining to equal employment opportunity. In accordance with such laws, regulations, and executive orders, INFOSEC agrees that it does not discriminate, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap. If INFOSEC is found to be not in compliance with applicable Federal or state requirements during the life of this Master Agreement, INFOSEC agrees to take appropriate steps to correct these deficiencies.

36. Compliance with Law

INFOSEC shall comply with all applicable laws and governmental regulations, which by their terms, apply to INFOSEC's performance under an Order pursuant to this Master Agreement. Eligible Organization agrees to comply with all applicable laws and governmental regulations in connection with this Master Agreement. MHEC agrees to comply with all applicable laws and governmental regulations in connection with this Master Agreement.

37. Applicable Law

A. As between Eligible Organization and INFOSEC, this Master Agreement will be construed in accordance with, and its performance governed by the laws of the state in which the Eligible Organization resides. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

B. As between MHEC and INFOSEC this Master Agreement will be construed in accordance with, and its performance governed by, the laws of the state of Minnesota. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota.

C. As between Eligible Organization, MHEC, and INFOSEC this Master Agreement will be construed in accordance with and its performance governed by the laws of the state in which the Eligible Organization resides. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

38. Conflict of Interest

INFOSEC warrants to the best of its knowledge and belief that it presently has no interest direct or indirect, which would give rise to organizational conflicts of interest. INFOSEC agrees that if an organizational conflict of interest is discovered during the term of this Master Agreement, it will provide disclosure to MHEC that shall include a description of the action INFOSEC has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and is not timely resolved by INFOSEC MHEC may, at its sole discretion, cancel this Master Agreement.

39. Assignment

Neither Party shall sell, transfer, assign or otherwise dispose of the Master Agreement or any portion thereof or of any right, title, or interest herein without the prior written consent of the other Party. This consent requirement includes reassignment of this Master Agreement due to change in ownership, merger, or acquisition of a Party or its subsidiary or affiliated corporations. Nothing in this Section shall preclude INFOSEC from employing a subcontractor in carrying out its obligations under this Master Agreement. INFOSEC's use of such subcontractors will not release INFOSEC from its obligations under this Master Agreement.

40. Survival

Certain paragraphs of this Master Agreement including but not limited to Indemnification; and Limitation of Liability shall survive the expiration of this Master Agreement. Software licenses, warranty and service agreements, and non-disclosure agreements that were entered into under terms and conditions of this Master Agreement shall survive this Master Agreement.

41. Notification

A. **Between the Parties:** Whenever under the terms of this Master Agreement any notice is required or permitted to be given by one Party to the other, such notice shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by facsimile or mail, postage prepaid, to the Parties at the addresses set forth below, or at such other address as the Parties may direct in writing from time to time:

To MHEC:	To INFOSEC:
MHEC	Infosec Institute
105 Fifth Avenue South	311 W. Washington Avenue
Suite 450	
Minneapolis, Minnesota 55401	Madison, WI, 53711
Attn: Rob Trembath, Chief Operating Officer and General Counsel Cc: Deb Kidwell	Attn: John Haushalter
Facsimile: 612-767-3353	

Changes in the above information will be given to the other Party in a timely fashion.

B. **To Eligible Organization:** Notices shall be sent to Eligible Organization's business address. The term "business address" shall mean the "Bill to" address set forth in an invoice submitted to Eligible Organization.

42. Administrative Reporting and Fees

On a calendar-quarterly basis (where quarter one is January 1 – March 31 and the quarter one report is due by April 30), INFOSEC will, in a timely manner, make available to MHEC utilization reports and information generated by this Master Agreement, reflecting net Product and Service sales to Eligible Organizations. The information and reports shall be accompanied with a check payable to the Midwestern Higher Education Commission for an amount equal to one and a half percent (1.50%) of the net Product and Service sales for that quarter period (the "Fee"). MHEC, from time to time may provide a written request to INFOSEC to change the percentage of the Fee it will receive as a result of this Master Agreement. Any change in the Fee may also require a change in the Product or Service pricing.

43. MHEC Not Liable For Eligible Organizations

MHEC is not liable to INFOSEC for the failure of any Eligible Organization to make any payment or to otherwise fully perform pursuant to the terms and conditions of an Order and/or the Master Agreement.

INFOSEC, in its sole discretion, may discontinue selling Products or Services to any Eligible Organization who fails to make payments or otherwise fully perform pursuant to the terms and conditions of the Master Agreement.

44. Announcements and Publicity

Any announcements and publicity given to MHEC (or an Eligible Organization) resulting from this Master Agreement must receive the prior approval of MHEC (or Eligible Organization). Such approval shall not be unreasonably withheld. INFOSEC will not make any representations of MHEC's (or an Eligible Organization's) opinion or position as to the quality of effectiveness of the Products, supplies and/or Services that are the subject of this Master Agreement without the prior written consent of MHEC (or Eligible Organization), which shall not be unreasonably withheld.

45. Marketing

INFOSEC will assist MHEC in the development and implementation of appropriate marketing strategies. Strategies may include, but are not limited to, webinars, printed material, email materials or presentations. Mutual review and evaluation of the marketing plans will be done during annual reviews, and at other times upon request. Contractor shall not appropriate or make use of names or other identifying marks or property in its advertising or marketing without the prior written consent of MHEC or Eligible Organization.

46. Oversight Committee

An Oversight Committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC and INFOSEC in developing and refining the implementation of this Master Agreement. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely products and services, web presence; and to advise INFOSEC on the effectiveness of its implementation progression. At the very least there will be an annual meeting between INFOSEC and MHEC (and perhaps members of the Oversight Committee) to perform a contract health check; including items such as those above.

47. Force Majeure.

Neither INFOSEC nor MHEC nor Procuring Eligible Organization shall be liable to each other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; pandemic; epidemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and / or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party unable to perform shall undertake reasonable action to notify the other Parties of the same.

48. Sovereign Immunity.

Notwithstanding anything to the contrary in this Master Agreement or Order under this Master Agreement, this Master Agreement shall not be construed to deprive a Eligible Organization of its applicable sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applying to this Master Agreement or afforded by Eligible Organization's State law applicable to the Eligible Organization. Nothing herein will be construed to prevent any breach of contract claim under this Master Agreement.

49. Compliance with Laws and Export.

A. **Compliance with Laws. Procuring Eligible Organization** and INFOSEC agree to comply with all laws and regulations applicable to such party in the course of performance of its obligations under this Agreement. Procuring **Eligible Organization** acknowledges that the Products, Software and Services provided under this Agreement, which may include technology, authentication and encryption, are subject to the customs and export control laws and regulations of the United States ("U.S."); may be rendered or performed either in the U.S., in countries outside the U.S., or outside of the borders of the country in which Procuring Eligible Organization or its systems are located; and may also be subject to the customs and export laws and regulations of the country in which the Products, Software and Services is rendered or received. Each party agrees to abide by those laws and regulations applicable to such party in the course of performance of its obligations under this Agreement. Procuring Eligible Organization also may be subject to import or re-export restrictions in the event Procuring Eligible Organization transfers the Products, Software or Deliverables from the country of delivery and Procuring Eligible Organization is responsible for complying with applicable restrictions. If any software provided by Procuring Eligible Organization and used as part of the Products, Software and/or Services contains encryption, then Procuring Eligible Organization agrees to provide INFOSEC with all of the information needed for INFOSEC to obtain export licenses from the U.S. Government or any other applicable national government and to provide INFOSEC with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Procuring Eligible Organization is solely responsible for obtaining any necessary permissions relating to software that it exports. INFOSEC also may require export certifications from Procuring Eligible Organization for Procuring Eligible Organization-provided software. INFOSEC's acceptance of any order for Products, Software and Services is contingent upon the issuance of any applicable export license required by the U.S. Government or any other applicable national government. INFOSEC is not liable for delays or failure to deliver Products, Software or Services resulting from Procuring Eligible Organization's failure to obtain such license or to provide such certification.

B. **Regulatory Requirements.** INFOSEC is not responsible for determining whether any Third-Party Product to be used in the Products, Software and Services satisfies the local regulatory requirements of the country to which such Products, Software and Services are to be delivered or performed, and INFOSEC shall not be obligated to provide any Products, Software and Services where the resulting Products, Software and Services is prohibited by law or does not satisfy the local regulatory requirements.

C. **Excluded Data.** Procuring Eligible Organization acknowledges that no part of the Products, Software and Services is designed with security and access management for the processing and/or storage of the following categories of data: (1) data that is classified and/or used on the U.S. Munitions list, including software and technical data; (2) articles, services and related technical data designated as defense articles and defense services; (3) ITAR (International Traffic in Arms Regulations) related data; and (4) except for personally identifiable information referenced in to Section 29, personally identifiable information that is subject to heightened security requirements as a result of Procuring Eligible Organization's internal policies or practices, industry-specific standards or by law (collectively referred to as "Excluded Data"). Procuring Eligible Organization hereby agrees that Procuring Eligible Organization is solely responsible for reviewing data that it will provide to INFOSEC (or to which INFOSEC will have access) to ensure that it does not contain Excluded Data.

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50. Miscellaneous.

All Parties to this Master Agreement may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Master Agreement that shall be considered an original and shall be admissible in any action to enforce this Master Agreement. INFOSEC may accept this Master Agreement either by its authorized signature or a signed Order. Except as provided for in this Master Agreement, all changes to this Master Agreement must be made in writing signed by both Parties; accordingly any additional terms on the Procuring Eligible Organization's ordering documents shall be of no force or effect.

The Parties, by their representatives signing below, agree with the terms of this Master Agreement and further certify that their respective signatories are duly authorized to execute this Agreement.

	Midwestern Higher Education Commission	**INFOSEC INSTITUTE**
Signature:	Susan Heegaard	John Haushalter
Name:	**Susan Heegaard**	**John Haushalter**
Title:	**President**	**Chief Financial Officer**
Address:	**105 Fifth Avenue South Suite 450**	**311 W. Washington Avenue**
	Minneapolis, Minnesota, 55401	**Madison, WI 53711**
Date:	6/17/21	6/17/2021

Exhibit A – Discount Category Pricing

Pricing for participating MHEC Organizations

Security Awareness Training and Phishing Automation:

INFOSEC IQ	Pricing
Standard Package: » 600+ training modules, videos, posters and infographics » 1,000+ realistic phishing simulations » 100+ learner assessments and customizable questions » 34+ support languages and 100s of localized phishing templates » Team administration, reporting, dashboards and data export » 1:1 implementation, client success & support	$2.25 per license Under 1500 Licenses incurs $3,500 implementation fee
Enterprise Package: » Standard Package with additional features, including: » PhishHunter – phishing threat analysis » LMS Integration » SSO Integration » Active Directory Integration » Security tool integrations » SCORM as a service » Global administration w/ sub account across diverse teams or regions	Please reach out to Matt Aronson at Infosec for quote

* IQ per license cost is based on an annual subscription agreement

* Students included at no cost

IT Security and Developer Professional Training:

INFOSEC Skills	Pricing
» Access to all features and content » 70+ skill and certification learning paths » 600+ courses mapped to NICE Cybersecurity Workforce Framework » 200+ hands-on labs in the virtual cyber range and projects » Unlimited certification practice exam attempts » Team administration and reporting » Dedicated client success manager	$400 per license

INFOSEC Skills boot camps		
Tier 1 Courses	Tier 2 Courses	Tier 3 Courses
- A+, - Network+, - Security+, - CASP+, - Mobile Forensics - CSAP - Cyber Threat Hunting - CySA+ - DOD RMF - ISSAP - ISSEP - ISSMP - ITIL - PMP - RHCSA - RHCE - Secure Coding (all languages)	- Azure Dual Cert - CAP - CCNA + Cyber Ops - CCSP - CGEIT - CISA - CISM - CISSP - Computer and Mobile Forensics - CRISC - CSSLP - Data Recovery - Ethical Hacking - Advanced Ethical Hacking - Incident Response and Network Forensics - Linux+ - MCSA - Mobile and Web App Pen Testing - SCADA Security - Microsoft Azure Admin & Security - NIST CSF - Reverse Engineering - Red Team Operations	- CCNP - CIPP/US, CIPM, CIPT - 10 Day Penetration Testing - MCSE - VMware - GCIH - GCIP - GPEN - GSEC
$1,899 per course	$2,849 per course	$4,499 per course

*Skills per license cost is based on an annual subscription agreement

*Skills boot camps are a one-time cost per course

Exhibit B – Infosec IQ License Agreement

Infosec IQ License Agreement

Terms & Conditions

This LICENSE AGREEMENT (“Agreement”) is a binding legal agreement between You and InfoSec Institute located at 311 W. Washington, Madison, WI, 53703 ("InfoSec Institute"). For Purposes of this Agreement, "You" and "Your" refer to the entity on behalf of whom the Service will be used and on whose network the Service will be deployed.

This Agreement governs Your use of the Service. By clicking “I Agree” below or executing a Statement of Work with InfoSec Institute, You acknowledge that you have read and understand this Agreement; have the right, power, and authority to enter into this Agreement; and agree to be bound by the terms and conditions of this Agreement as of the date and time You enter into this Agreement (“Effective Date”). The individual who clicks "I Agree" or executes a Statement of Work with Infosec Institute represents and warrants that he/she has the authority to bind You to the terms of this Agreement.

InfoSec Institute provides the software solely on the terms and conditions set forth in this Agreement and on the condition that You accept and comply with them. If You do not agree with the terms and conditions of this Agreement, You are not authorized to access or use the Service.

I. Definitions

For the purposes of this Agreement:

A. "AwareEd Materials" means the Infosec IQ AwareEd content, consisting of modules of Security Awareness Training, as further described at https://securityiq.infosecinstitute.com/.

B. "Skills Materials" means the Infosec Skills content, consisting of online courses, labs, modules, and training materials, as further described at https://www.infosecinstitute.com/skills/.

C. "Learners" means Your employees, employees of Your subsidiaries, and their authorized contractors and agents at any of Your office locations

D. "PhishSim Service" means the Infosec IQ Phishing Service for phish-testing Learners, as described further at https://securityiq.infosecinstitute.com/.

E. "Infosec IQ Platform" means the web-based Infosec IQ network platform through which InfoSec Institute hosts the AwareEd Materials and the portal for the PhishSim Service, accessible via the current list of supported internet browsers.

F. "Infosec Skills Platform" means the web-based Infosec skills platform through which InfoSec Institute hosts the Skills Materials, accessible via the current list of supported internet browsers.

G. "Statement of Work" or "SOW" means a statement of work document that memorializes the specific Services to be purchased by You and provided by Infosec Institute, which indicates pricing, Your payment, the authorized number of Learner licenses You have selected, and term for the selected Services.

H. "Ecommerce Purchase" means Your online purchase of specific Services through the official Infosec Institute website, which indicates pricing, Your payment, the authorized number of Learner licenses You have selected, and term for the selected Services.

H. "Service(s)" means the following service offerings and/or subscriptions as and to the extent selected through Your Ecommerce Purchase or as indicated on the Statement of Work (as applicable): (i) the Infosec IQ Platform, which includes access to and use of the AwareEd Materials and the PhishSim Service and/or (ii) the Infosec Skills Platform, which includes access to and use of the Skills Materials.

II. License

A. Subscription License; Permitted Number of Users; Intended Purposes Only. Subject to the terms and conditions of this Agreement, Infosec Institute hereby grants to You a limited, non-exclusive, non-sublicensable, non-transferable subscription license under Infosec Institute's rights in the Service as selected through Your Ecommerce Purchase or as indicated on the Statement of Work to access and use the Service through the Infosec IQ Platform and/or Infosec Skills Platform (as applicable) for the Term of this Agreement (including the Initial Term and any Renewal Periods, as defined in Section IV below). Such license is limited to the modules and features of the AwareEd Materials, PhishSim Service, and Skills Materials, and the number of Learners, selected by You through Your Ecommerce Purchase or as indicated on the Statement of Work that You have executed. Upon request and via the Infosec IQ Platform and/or the Infosec Skills Platform, InfoSec Institute will make available a copy of such selections. Your and Your Learners' access to and use of the Service shall be for Your internal business purposes only, within Your office locations, and solely for the Service's intended purposes. The Service(s) will be provided in English, unless otherwise indicated through Your Ecommerce Purchase or on the Statement of Work.

B. Administration of License. Client's license to the Service will be administered through individual, named Learner licenses. Client will have the number of individual Learner licenses set forth as selected through Your Ecommerce Purchase or as indicated on the Statement of Work. A Learner license will be counted against Client's total allotment of Learner licenses upon a Learner profile being been created through the Infosec IQ Platform and/or Infosec Skills Platform, as applicable, for a given individual Learner. Each Learner license and Learner profile may only be used by the individual person for whom the profile was created. Client will ensure that all Learners understand and comply with this Agreement, and will have responsibility for the actions and omissions of all Learners as though such actions and omissions were Client's own. Client will immediately notify Infosec of any unauthorized usage or other noncompliance with this Agreement.

C. Changes to Scope of License. The parties may during the term of this Agreement modify the scope of Your license only by mutual written agreement. However, You may choose during the term of this Agreement to add additional Learner licenses for the Services to which You are already subscribed. Such licenses shall be added to Your total allotment of Learner licenses as follows: (1) You may increase Your allotment of Learner licenses by logging into Your user admin profile and updating your allotment of Learner licenses for the Services or by providing written notice to Inforsec Institute and entering into an updated Statement of Work ; (2) InfoSec Institute will then provide an invoice or direct You to a web payment form setting forth the per-Learner Subscription Fee for the additional Learner licenses You have requested. Once You pay the fee, the requested additional Learner licenses will be automatically added to Your allotment. The additional Learner licenses will run concurrently with the then-current Initial or Renewal Term, and will end when such Term expires. Adding additional Learners to the license will not extend the end date for the license.

D. License Limitations. You shall not, and shall not authorize, facilitate, or encourage any Learner or other third party to:

1. attempt to decompile, disassemble, reverse engineer or reconstruct or discover any code, algorithms, methods, architecture or other elements of the Service, or create any modifications or derivatives therefrom;
2. translate, adapt, modify, create derivative works of, copy, or make copies of all or any part of the Service, including without limitation the AwareEd Materials or the Skills Materials;

3. sell, lease, sublicense, transfer, or otherwise assign or grant to third parties any rights in the Service, or use the Service to create any service offering, or perform any services for a fee using the Service;
4. interfere with or disrupt the integrity or performance of the Service and/or the Infosec IQ Platform or the Infosec Skills Platform, or attempt to gain unauthorized access to the Infosec IQ Platform, the Infosec Skills Platform, or any Infosec Institute systems or networks;
5. access or use the Service or any related documentation or materials to develop a competitive service or product, or copy any feature, technique, function or graphic for competitive purposes
6. use the PhishSim Service, the Infosec IQ Platform, or the Infosec Skills Platform to store or transmit, or otherwise upload, infringing material, unsolicited marketing emails, libelous statements, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights;
7. transfer, disclose or provide access to the Service or results of using the Service to any third party; host, run, or publish the Service in a manner accessible by outside users; or use the Service to provide services to, or otherwise for the benefit of, third parties;
8. attempt to send simulated phishing emails to any domains other than those (1) owned by You or (2) for which You have express authorization and consent to conduct simulated phishing attacks;
9. obscure, alter, or remove any trademarks or proprietary, confidentiality, copyright or other such notices from the Service, or attempt to disable or circumvent any security or data gathering features of the Service; or
10. use the Service in violation of any applicable law or regulation.

III. Ownership; Intellectual Property; Rights in Data

A. For clarity, You acknowledge that, other than the license set forth in Section II.A, You shall acquire no right, title or interest in or to the Service or any other software, products, or intellectual property of Infosec Institute. As between the parties, Infosec Institute shall own the Service and retain all rights (including intellectual property) therein.

B. The parties recognize and agree that this Agreement constitutes a license, conditioned upon the terms set forth herein, and not a sale of the Service. Infosec Institute retains the right, at any time, to deactivate or suspend Your access to and use of the Service and terminate the license granted hereunder if Infosec Institute becomes aware that Your use of the Service violates the terms of this Agreement, provided that Infosec Institute shall provide a notice of such deactivation as soon as reasonably possible under the circumstances.

C. All data, images, email addresses, target information, and other files or content uploaded by You to the PhishSim Service or the Infosec Skills Platform remain Your sole property (“Customer Information”). You grant Infosec Institute the right to use the Customer Information solely for purposes of performing under this Agreement.

D. The Service will permit Infosec Institute to acquire usage data relating to Your use of the Service, which may include results of simulated phishing email attacks, responses to user questionnaires, or the like ("Usage Data"). In addition, the parties anticipate that You or your Learners or administrators may from time to time provide Feedback to Infosec Institute. “Feedback” shall include formal or informal (verbal or written) reports and comments regarding results and experiences using the Service, including usability assessments and preferences, reports on Service integration issues, failure and bug reports, suggestions for making the Service more understandable or usable for Learners, suggestions for content of the Services, and the like. Infosec Institute shall maintain all Your Usage Data and Feedback as “Confidential” pursuant to Section VI below, except that Infosec Institute and its affiliates shall have the irrevocable, perpetual, paid-up, royalty-free, worldwide right, to access, copy, make derivative works of, and use all such Usage Data and Feedback to improve, enhance and otherwise facilitate the development, provision, and support of the Service and other products and services of Infosec Institute and its affiliates, and to disclose to third parties aggregated, anonymized, and non-personally identifiable information related to the Usage Data and Feedback. The foregoing

right shall inure to the benefit of Infosec Institute's successors and assigns, and Infosec Institute shall have the right to assign such right to its successors and assigns. In addition, Infosec Institute shall have the right to sublicense such right to its affiliates.

IV. Term and Termination

A. Initial Term. The initial term ("Initial Term") of this Agreement shall begin on the Effective Date of this Agreement and shall continue for each selected Service for the associated period as selected through Your Ecommerce Purchase or as set forth in the Statement of Work, unless earlier terminated as set forth herein.

B. Renewal Terms. Upon the conclusion of the Initial Term, this Agreement and Your license to the selected Services will automatically renew for successive one year renewal terms ("Renewal Terms"), unless You or Infosec Institute provides the other party with a written cancellation notice thirty (30) days prior to the commencement of the next Renewal Term.

C. Termination Without Cause. You may terminate your access to the Service immediately upon written notice to InfoSec Institute, with or without cause.

D. Termination for Failure or Breach; Cure Period. If either party fails to fulfill its obligations under this Agreement in a timely or proper manner, or otherwise commits a material breach of any provision contained herein, the non-breaching party shall thereupon have the right to terminate the Agreement by giving thirty (30) days' written notice of termination, specifying the alleged violations or breach. However, the Agreement shall not be terminated if, upon receipt of the notice, the breaching party promptly cures the alleged violation or breach prior to the end of the thirty (30) day period. In addition, InfoSec Institute may suspend Your access to the Services immediately upon (i) any technical or security issue or problem caused by You that materially impacts the business operations of InfoSec Institute or its customers, affiliates, or vendors, or (ii) at the request of law enforcement or governmental agencies (Infosec Institute will notify You about such requests if permitted by law). Thereafter, InfoSec Institute may terminate this Agreement on such bases unless You can immediately cure the cause of such issue upon written notice by InfoSec Institute. In cases where Termination for Failure or Breach is triggered, fees paid for services not yet performed shall be refunded to You.

E. Other Termination. Either party may terminate this Agreement immediately upon written notice if the other party ceases to operate or dissolves, becomes insolvent, is unable to pay its debts as they become due, files for or has a petition filed against it for bankruptcy, attempts to makes an assignment or offers any rights under this Agreement for the benefit of its creditors, or takes similar actions.

F. Obligations Upon Termination. In the event of any termination or cancellation of this Agreement for any reason, (i) You will remain obligated to pay any unpaid Fees that have accrued and were due at the time of termination; and (ii) You shall cease all use of the Service immediately (including uninstalling any plug-ins or other code associated with the Service), and shall destroy all Confidential Information, as defined in Section VI below, in Your possession custody and control (including, without limitation, all screenshots, summaries, notes, extracts, compilations, copies, and other materials containing in whole or in part any Confidential Information) and shall, upon request, certify in writing to Infosec Institute that such destruction has taken place. Likewise, InfoSec Institute shall destroy all Customer Information in its possession, custody, and control. The terms of Section VI, and all other terms of this Agreement which by their nature should reasonably be expect to continue beyond the termination or expiration of this Agreement, shall survive.

V. Payments

A. Subscription Fees. You will pay to Infosec Institute an upfront, non-refundable Service Subscription Fee for the selected Service(s) as set forth through Your Ecommerce Purchase or as stated in the Statement of Work for the Initial Term of this Agreement, upon the Effective Date. Upon the commencement of any Renewal Term, You shall also pay to Infosec the Subscription Fee applicable to such Renewal Term (however, if the standard per-Learner rates for the Services have increased, then Infosec Institute may charge a corresponding increased Subscription Fee amount, provided that the Subscription Fee shall not exceed a 10% increase on a per-Learner basis over the corresponding rates applying in the then-current term), within thirty (30) days of the date of invoice sent by InfoSec Institute. Price changes for upcoming renewals must be communicated to You at least 60 days before current contract expiration. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and content subscriptions purchased and not actual usage, (ii) payment obligations are noncancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

B. Payment Terms. Except as otherwise directed, all amounts owing to InfoSec Institute under this Agreement shall be paid in U.S. dollars to InfoSec Institute. You agree to provide InfoSec Institute with complete and accurate billing and contact information. Where payment by credit card is indicated in the Order Form, through Your Ecommerce Purchase, or SOW, or You otherwise provide InfoSec Institute with credit card information, You authorize InfoSec Institute to bill such credit card (a) at the time that You order InfoSec Institute Service or other Services set forth in the Order Form, (b) for any billing frequency otherwise established in the Order Form, and (c) at the time of any renewal, for the amount charged plus any applicable sales taxes for any renewed Subscription Term. If InfoSec Institute, in its discretion, permits You to make payment using a method other than a credit card, InfoSec Institute will invoice You at the time of the initial Order Form and thereafter on a monthly basis in advance of the relevant billing period, and all such amounts invoiced will be due within 45 days of Your receipt of InfoSec Institute's invoice. Late payments shall be subject to a service charge of one and one-half percent (1.5%) per month, or the maximum charge permitted by law, whichever is less.

VI. Non-Disclosure

A. "Confidential Information" means any information disclosed (verbally, in writing, or by observation) by one party ("Disclosing Party") to the other party ("Receiving Party") pursuant to this Agreement that is (i) designated as "Confidential," or in some other manner to indicate its confidential nature, or (ii) would otherwise be reasonably expected to be treated in a confidential nature under the circumstances of disclosure or by the nature of the information itself. For example, Confidential Information may include without limitation, certain confidential and/or proprietary financial, sales and distribution, marketing, research and development, organizational, technical and business information, policies or practices, portfolio holdings and securities related information and certain non-public personal or financial information received from or relating to third parties such as Your own clients and customers or shareholders. Infosec understands that the exact definition of Confidential Information is subject to adjustment by various state statutes and that section VI will not impinge on the disclosure obligations of any public entity.

1. Without limiting the foregoing, the Service (including without limitation, the content, AwareEd Materials, Skills Materials, functionality, look, portal access, integration, interface, delivery of results, documentation related to Your Ecommerce Purchase or SOW, and performance of the Service) and the terms (but not the existence) and pricing of this Agreement are the Confidential Information of Infosec Institute. All information disclosed by You to InfoSec Institute under this Agreement concerning Your business affairs, employees, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is Your Confidential Information.
2. However, Confidential Information does not include any information which (a) is or becomes generally known and available to the public through no act or omission of the Receiving Party; (b) was already in the Receiving

Party's possession, without obligation of confidentiality, at the time of first disclosure by the Disclosing Party, as shown by the Receiving Party's contemporaneous records; (c) is lawfully obtained by the Receiving Party from a third party who has the legal right to make such disclosure; or (d) is independently developed by the Receiving Party without use of, or reference to, the Disclosing Party's Confidential Information.

B. Neither party shall use the Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement; provided, however, that Infosec Institute may use the Usage Data and Feedback as provided in Section III.D of this Agreement. Neither party shall disclose, or permit to be disclosed, either directly or indirectly, any Confidential Information of the other party, except to employees, shareholders, officers, affiliates, and contractors of the Receiving Party with a need to know, each subject to a written obligation of confidentiality. Each party will take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the Confidential Information of the other party, and will take at least those measures that it takes to protect its own most highly confidential information.

C. If a Receiving Party is compelled by law or a court of competent jurisdiction to disclose the Disclosing Party's Confidential Information, the Receiving Party will promptly notify the Disclosing Party in writing and will cooperate at the Disclosing Party's expense in seeking a protective order or other appropriate remedy or protection. If disclosure is ultimately required, the Receiving Party will furnish only that portion of Confidential Information that is legally required.

D. In the event Infosec Institute is provided access to any portfolio holdings or securities related information, Infosec Institute agrees not to trade on any such information, and to make best efforts to ensure that its employees, agents and subcontractors do not trade on such information. Infosec Institute agrees to comply with all applicable federal and state data privacy laws, including any requirements to establish and maintain safeguards and a written information security program.

VII. Warranties and Liability

A. You agree to rely solely on your own opinion and evaluation of the Service and the results, data, and indications obtained through your use, with regard to their suitability for any purpose. Infosec Institute does not warrant that the Service will be error-free or that any results, learning, or other achievements obtained through use of the Service will be accurate or should be followed. Infosec Institute also does not warrant that the Services will be able to or actually solve, improve, or otherwise mitigate any problems You may experience with phishing or any other computer- or cyber-attacks. The Infosec Skills Platform and Infosec IQ Platform (including the PhishSim Service and any plugins associated therewith) is not an antivirus, antimalware, or other cybersecurity application; InfoSec Institute will have no obligation to undertake efforts to actually prevent or mitigate any potential real attacks.

B. InfoSec Institute will provide technical support, Learner assistance, and troubleshooting in a reasonable capacity in its discretion. InfoSec Institute will not enter Your premises to perform any services under this Agreement. You are fully responsible for deployment of the Service in Your organization, including installation of any plug-ins associated with the PhishSim Service. InfoSec Institute will only support such deployment remotely.

C. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. INFOSEC INSTITUTE HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, UNINTERRUPTED USE, AND ANY WARRANTIES ARISING FROM CONDUCT OR COURSE OF DEALING.

D. In no event will either party be liable for any indirect, special, incidental, exemplary, punitive, treble or consequential damages (including, without limitation, loss of business, revenue, profits, goodwill,

data or other economic advantage) arising out of or relating to this Agreement, however caused and based on any theory of liability, whether breach of contract, breach of warranty, tort (including negligence), professional error or omission, product liability or otherwise, even if the other party is advised of the possibility of such damages. Each party's maximum liability (including attorneys' fees) arising out of or related to this agreement will not exceed the amount paid by You under this agreement during the 12-month period prior to the date the claim arose. Your sole remedy for any material defect in performance of the Service (including the content and operability of any components thereof) shall be to request that Infosec Institute re-perform or correct the defective Service as Infosec Institute sees fit such that the Service performs in a substantially equivalent manner to the Services as selected through the Ecommerce Purchase or as indicated on the SOW. The limitations of this section shall apply notwithstanding any failure of essential purpose of any limited or exclusive remedy. In the event this section is at odds with state law or regulations You must follow. Insofar as applicable law prohibits any limitation of liability herein, the parties agree that such limitation will be automatically modified, but only to the extent so as to make the limitation compliant with applicable law.

E. InfoSec Institute agrees to defend, indemnify and hold harmless You, Your subsidiaries and affiliates and their respective successors, assigns, employees, officers, directors and agents from and against any and all third party claims (including any damages, losses, liabilities, expenses, and fees relating to such claims) to the extent arising from (i) any claim that the Service infringes any third party intellectual property and (ii) any gross negligence or willful misconduct of InfoSec Institute. In the event of a third party claim of infringement, InfoSec Institute shall have the right in its discretion to choose to replace the allegedly infringing portion of the Service with a non-infringing component or functionality that performs in a substantially equivalent manner to the Services as selected through the Ecommerce Purchase or SOW, or to terminate the Agreement and refund You all fees paid within the previous 12-month period. InfoSec Institute's obligations under this Section shall only come into effect provided that You notify InfoSec Institute of the relevant claim within five business days, and, subject to any legally required approval, including approval of Your state's attorney general, or consistent with applicable law, allows InfoSec Institute to control the defense of such claim. In no event, however, shall InfoSec Institute settle or otherwise take any action with respect to such claim that comprises an admission of guilt or liability on behalf of, or requires any payment by, You without first obtaining Your consent.

VIII. Miscellaneous

A. The parties to this Agreement are independent contractors, not partners, joint venturers, employer-employee, or otherwise in any business relationship. For clarity, the parties understand and agree that Infosec Institute will act as an independent contractor when providing the Service, and no relationship exists as employer and employee between You or Infosec Institute and the other party's respective employees. Except for the parties identified with respect to the indemnity provisions contained herein, there are no third party beneficiaries to this Agreement.

B. Each party agrees that it will carry insurance coverage of a type and amount that is commercially reasonable for the types of activities and risks each will undertake as contemplated by this Agreement.

C. The Agreement and any controversies arising hereunder shall be interpreted and adjudicated in accordance with either the laws of the State of Wisconsin, USA or the US state You are domiciled..

D. Neither party may assign this Agreement or any of its respective rights (including the license to the Service) or obligations under this Agreement in whole or in part without the prior written consent of the other party, except in the case of an assignment due to corporate reorganization, upon a change of control, consolidation, merger, sale of all or substantially all of its assets related to this Agreement or a similar transaction or series of transactions by either party, which may occur without written consent. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties

and their respective permitted successors and assigns. Any purported assignment in contravention of this Section shall be null and void. In the case that a successor to Infosec is forbidden to do business with You, buyer will have the ability to end the contract with refunds provided for services not rendered.

E. Each provision contained herein is severable from the Agreement and if one or more provisions are declared invalid, illegal, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect. If such severance is not so allowed or if such a severance leaves terms thereby made clearly illogical or inappropriate in effect, the parties agree to substitute new terms as similar in effect to the present terms of this Agreement as may be allowed under the applicable laws and regulations.

F. Except for the obligation to pay money, neither party shall be liable to each other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; pandemic; epidemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and / or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party unable to perform shall undertake reasonable action to notify the other Parties of the same.

G. Notices, payments, statements or reports to be made under this Agreement shall be sent to Infosec Institute at the address herein above and to the current address of Your office, or at such other latest address designated in writing by the other party.

H. Neither party shall use the other party's name, trademarks, service marks, logos or other such materials in any manner without prior written approval. However, notwithstanding the foregoing, Infosec Institute and its affiliates shall be permitted to identify You as a user of the Service in promotional materials, including but not limited to Infosec Institute's website.

I. This Agreement (together with the selections made by You through Your Ecommerce Purchase or on the Statement of Work) is the sole Agreement of the parties concerning the subject matter hereof, and supersedes all prior Agreements and understandings with respect to said subject matter. This Agreement may only be amended by a writing signed by both parties that indicates it is an amendment hereto. Waiver of any term of this Agreement or forbearance to enforce any term by either party shall not constitute a waiver as to any subsequent breach or failure of the same term or a waiver of any other term of this Agreement. You agree to comply with all applicable laws and regulations (including without limitation export control laws and regulations) related to its use of the Service.