

Important Information

You should carefully read the following Terms and Conditions. Your purchase or use of our website, products and services ("SOLUTION", see definition below) implies that you have read and accepted these Terms and Conditions for you personally, your Organization and, if an Agent, your Customer.

The SOLUTION is available only to persons who can form legally binding contracts under applicable law. Without limiting the foregoing, the SOLUTION is not available to individuals under the age of 18. If you do not qualify, you are not permitted to use the SOLUTION. If you are entering into this Agreement on behalf of an organization or other legal entity, you represent and warrant that you have the authority to bind such entity to this agreement, in which case the terms 'you' or 'your' shall refer to such entity.

This Agreement is void where prohibited by law, and the right to access the SOLUTION, including this website, is revoked in such jurisdictions.

Introduction - Important

The following terms and conditions govern all use of the CyberCompass "SOLUTION". CyberCompass is a SOLUTION offered by CyberCompass, LLC. The "SOLUTION" is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, CyberCompass Privacy Policy and Cookie Policy).

Please read this Agreement carefully before accessing or using the SOLUTION. By accessing or using any part of the SOLUTION you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the SOLUTION. This Cyber Compass Terms of Use agreement (Agreement) constitutes a binding and enforceable agreement between you personally, your Organization and CyberCompass, LLC.

If Organization, such as a partner, has entered into a separate written agreement with CyberCompass for use of the product or services, the terms and conditions of such other agreement shall prevail over any conflicting terms or conditions in this agreement.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING A USER'S AND ORGANIZATION'S LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS.

Definitions

- 1.1. "Agent" is a legal organization that resells Cyber Compass Authorized Services and delivers the Authorized Services to the Customer and provides support. The Agent pays Cyber Compass for Authorized Services. Billing and payment for Authorized Services may vary depending on specific AGENT agreements but is

usually handled and processed by the Agent. An Agent is a Partner reselling the Cyber Compass SOLUTION to Customers or using it to serve the Agent's Customers. The Agent is referred to as a Value Added Reseller or Partner.

- 1.2. "*Authorized Services*" means any product or services offered and sold by Cyber Compass. Including, but not limited to, websites, CyberCompass® (the SaaS/web application), CyberQuickCheck™ (the SaaS/web lead generation application), Remote Workforce Security™, Work From Home Security™, Vendor Compliance Management, Policies & Procedures, Training, Professional Services and Consulting Services. Cyber Compass reserves the right to offer and sell services that Agent may NOT resell or may require a separate agreement. Cyber Compass must provide written (official corporate email) exclusion of these services to Agent.
- 1.3. "*Customer*" means an organization that has a Customer account in the CyberCompass SOLUTION. In the Compliance terminology this is usually a Covered Entity, Business Associate or Vendor. A customer may be a paying customer or a pro-bono customer. It includes End Users using the Customer's CyberCompass account. The organization may be a customer of an Agent and not directly a customer of Cyber Compass.
- 1.4. "*Customer Support*" means a range of customer services to assist customers in making cost effective and correct use of a product. It includes assistance in planning, installation, training, troubleshooting, maintenance, upgrading, and disposal of a product. Details are set forth in Exhibit C.
- 1.5. CyberCompass® is a cloud-based Compliance Management Software Application that provides risk assessments, variety of reports, prioritized corrective actions, risk management, risk management plan, remediation guidance, remediation management and remediation tracking, generates customized policies & procedures and strategic plans, a learning management system (training courses), vendor compliance management, document management, logging, library of documents, a knowledge base, risk assessment development, regulations management, assessment questions management, Remote Workforce Security™, Work From Home Security™, and scoring capabilities.
- 1.6. CyberCompass Assurance™ is a CyberCompass offering that includes Cyber Insurance Coverage. The Cyber Insurance is packaged with CyberCompass products. It is provided by, serviced by and underwritten by a business associate/partner of Cyber Compass. Cyber Compass LLC is not licensed to sell insurance.
- 1.7. CyberQuickCheck is a configurable lead generation web application that can be white labelled by the Agent. It allows leads to take an online survey then contact the Agent to continue the sales process.
- 1.8. "*Order*" means a purchase for Authorized Services placed online or by signed quote. Quotes are invoiced electronically with payment terms defined in the quote.
- 1.9. "*Platform Services*" means any products or services offered, provided or sold by the Company including but not limited to CyberCompass®, CyberQuickCheck™, Risk Assessments, Policies & Procedures, Training, Vendor Management, Remote Workforce Security, Cybersecurity Solutions and Consulting Services.
- 1.10. "*Solution(S)*" means all websites, documents, products and services owned by Company, including, but not limited to, CyberCompass®, CyberQuickCheck™, the Platform Services, websites, web applications, web content, application content, all intellectual property, software, source code,

images, logos, graphics, text, help, documents and all non-Customer content. Including all websites and content owned and operated by the Company, including, but not limited to, cybercompass.co, cybercompass.io, compassdb.io, and cyberquickcheck.com.

- 1.11. "Qualified Customer" shall mean an entity referred by AGENT who;
- (i) has each sales opportunity registered by email to partners@thirdrock.com and is approved by Cyber Compass or is registered in CyberCompass® under the AGENT's master account.
 - (ii) purchases Cyber Compass Authorized Services as a result of AGENT's marketing and promotional efforts hereunder; and
 - (iii) has not been a Cyber Compass customer for the previous 2 years, or is purchasing "New Authorized Services" as defined in this Agreement.
- 1.12. "User" means an individual person accepting the Terms of Use to access the SOLUTION on their own behalf or on behalf of a Customer or Partner (organization) with authorization from that organization. Users may include, for example, employees, consultants, contractors and agents of organization, and third parties with which organization transacts business.

Not Legal Advice

CyberCompass, LLC is not an attorney or legal firm and the content of the Cyber Compass SOLUTION is not legal advice. The Cyber Compass SOLUTION offers education and a framework to automate and assist with cyber risk management, risk management, cybersecurity, privacy and compliance. The Cyber Compass SOLUTION does not guarantee proper cyber risk management, risk management, cybersecurity, privacy or compliance. The Customer and Agent should consult with legal counsel to ensure a full legal interpretation of the law is considered.

Cyber Compass Responsibilities

Provision of Services. Cyber Compass makes the Authorized Services available to Customer and Agent pursuant to this Agreement, including applicable support for the Authorized Services to Customer and Agent. Cyber Compass will use commercially reasonable efforts to make the online Authorized Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Cyber Compass shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Cyber Compass' reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Cyber Compass employees), Internet service provider failure or delay, Non-Cyber Compass Application, denial of service attack or Customer, Agent or User connectivity issues. Cyber Compass will provide the Authorized Services in accordance with laws and government regulations applicable to Cyber Compass' provision of its Authorized Services to its Customers and Agents generally (i.e., without regard for Customer's or Agent's particular use of the Services), and subject to Customer's or Agent's use of the Authorized Services in accordance with this Agreement.

Protection of Customer Data. Cyber Compass will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will

not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer, Agent or Users).

Personnel. Cyber Compass will be responsible for the performance of its workforce and their compliance with Cyber Compass' obligations under this Agreement, except as otherwise specified in this Agreement.

Use of Authorized Services

Subscriptions. Unless otherwise provided in the order process Authorized Services and access to Authorized Services are purchased as subscriptions for the term stated in the Order. Customer agrees that its purchases are not contingent on the delivery of any future features or functionality of Authorized Services.

Usage Limits. Authorized Services are subject to usage limits specified in Orders. If Customer exceeds a contractual usage limit, Cyber Compass or Agent may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Cyber Compass efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order for additional quantities of the Authorized Services promptly upon Cyber Compass' or Agent's request, and/or pay any invoice for excess usage in accordance with the subscription or invoiced terms.

Fees and Payment

To purchase any Cyber Compass SOLUTION, you must agree to the terms and conditions contained in this Agreement and provide a credit card or other payment method made available by our payment services provider. CyberCompass, LLC uses a third-party service to accept payments and does not retain any credit card or other payment information in our databases. Payment is due immediately upon online order placement. Payment terms are defined for quoted and invoiced orders.

FREE TRIAL - With regard to any permitted access to and use of the SOLUTION or any portion of the SOLUTION by Organization (Customer) related to a free trial, evaluation, license key extension or other non-production use authorized by CyberCompass (the "**Free Use**"), CyberCompass agrees to make such SOLUTION available to Customer for a term to expire on the earlier of: (a) the end of the free trial period for which you registered to use the SOLUTION; or (b) the start date of any Subscriptions for such SOLUTION purchased by Customer from CyberCompass or Agent (the "**Free Use Period**"). Additional terms and conditions governing such Free Use may be imposed by CyberCompass, and any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. ANY DATA THAT CUSTOMER ENTERS INTO THE SOLUTION, AND ANY PERMITTED CUSTOMIZATIONS MADE TO THE SOLUTION BY OR FOR CUSTOMER, DURING THE FREE USE PERIOD WILL BE PERMANENTLY LOST UNLESS (a) CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME PRODUCTS OR SERVICES AS THOSE COVERED BY THE FREE USE OR (b) EXPORTS SUCH DATA BEFORE THE END OF THE FREE USE PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE USE PERIOD TO A PRODUCT OR SERVICE THAT WOULD BE A DOWNGRADE FROM THAT USED DURING THE FREE USE PERIOD AND, THEREFORE, IF CUSTOMER PURCHASES A PRODUCT OR SERVICE THAT WOULD BE A DOWNGRADE CUSTOMER MAY HAVE TO EXPORT ITS DATA BEFORE THE END OF THE FREE USE PERIOD OR IT WILL BE PERMANENTLY LOST. NOTWITHSTANDING LIMITED WARRANTIES AND LEGAL DISCLAIMERS, DURING THE FREE USE PERIOD THE SOLUTIONS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

Cancelling Your Cyber Compass Subscription Account - Your Cyber Compass Subscription Account will continue in effect unless and until you cancel your Cyber Compass Subscription Account, or we terminate it. You must cancel your Cyber Compass Subscription Account before it renews each month or year in order to avoid billing of the next month's or year's fees to your credit card or via an invoice. Cyber Compass will bill the monthly or yearly fees associated with your Cyber Compass Subscription Account plus any applicable tax to the payment method you provide to us during registration.

Cyber Compass Subscription Accounts are prepaid and are non-refundable. Cyber Compass DOES NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL MONTHS OR YEARS. You may cancel your Cyber Compass Subscription Account at any time, and cancellation will be effective immediately. Should you elect to cancel your Cyber Compass Subscription Account, please note that you will not be issued a refund for the most recently (or any previously) charged monthly or annual fees.

Overdue Charges; Suspension of Service - If any fees are not received from Customer when due, then at CyberCompass' discretion, such unpaid fees may accrue interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. If any amount owing by Customer pursuant to this Agreement is thirty (30) or more days overdue, CyberCompass may, without limiting CyberCompass' other rights and remedies, suspend Customer's access to the SOLUTION and/or provision of the SOLUTION until such amounts are paid in full. For the avoidance of doubt, CyberCompass will not exercise its rights under this Section 5(c) if the applicable charges are under reasonable and good-faith dispute and Customer is cooperating diligently to resolve the dispute.

Taxes - Unless otherwise stated, CyberCompass' fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Except for Taxes assessable against CyberCompass based on CyberCompass' income, Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If CyberCompass or Agent has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer in accordance with Section 4(b) above, unless Customer provides CyberCompass or Agent with a valid tax exemption certificate authorized by the appropriate taxing authority.

Audit. Customer agrees to maintain complete and accurate records with respect to matters necessary to ensure Customer's compliance with this Agreement. CyberCompass or Agent will have the right, at its own expense and upon reasonable prior notice, to inspect and audit Customer's records with respect to matters covered by this Agreement (the "**Audit**"). If such Audit reveals that Customer has underpaid CyberCompass with respect to any amounts due and payable during the period to which the Audit relates, Customer shall promptly pay such amounts as are necessary to rectify such underpayment, together with interest in accordance with this agreement or billing documents. Such inspection and audit rights shall extend throughout the term of this Agreement and for a period of one year thereafter.

Termination

Either Customer, Agent or CyberCompass, LLC may terminate this Agreement at any time with 30 days written notice. Customer may cancel or terminate their Cyber Compass Subscription Account by methods described above in 'Cancelling Your Cyber Compass Subscription Account'. CyberCompass, LLC or Agent may terminate this agreement immediately, if Customer fails to comply with the terms and conditions of this Agreement and/or the terms of the Agreement under which rights to license the SOLUTION were obtained by Customer. CyberCompass, LLC or Agent may prevent Customer from accessing the SOLUTION by preventing login to the Cyber Compass website.

Effect of Termination. Termination of this Agreement shall not release the Parties from any liability that, at the time of termination, has already accrued or that thereafter may accrue with respect to any act or omission before termination, or from any obligation that is expressly stated in this Agreement to survive termination. Upon any termination of this Agreement, each Party shall (i) immediately discontinue all access to and use of the other Party's Confidential Information, including, for purposes of Customer, all access to and use of the Authorized Services; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including online and off-line libraries; (iii) return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession; and (iv) promptly pay all amounts due and remaining payable hereunder. Termination of this Agreement, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby.

Ownership

You do not claim intellectual property right or exclusive ownership to any of our SOLUTION, modified or unmodified. The SOLUTION is property of CyberCompass, LLC. Our SOLUTION is provided 'as is' without warranty of any kind, either expressed or implied. In no event shall our Customer be liable for any damages including, but not limited to, direct, indirect, special, punitive, incidental or consequential, or other losses arising out of the use of or inability to use our SOLUTION.

Proprietary Rights

The CyberCompass SOLUTION ("SOLUTION") is the property of Cyber Compass, LLC, which is wholly owned by Third Rock, Inc., and is protected as a collective work and/or compilation by United States copyright law, trademark law, international conventions, international copyright treaties and other intellectual property laws and treaties. Subject to all terms and conditions of this Agreement, CyberCompass grants you a nonexclusive, nontransferable right and license (without right to sublicense) to access and use the SOLUTION solely for your organizations authorized purposes. The SOLUTION is licensed, not sold.

Except as expressly provided herein, you may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, distribute, perform, display, or in any way exploit, any of the SOLUTION, software, materials, or services in whole or in part. CyberCompass SOLUTION names or logos appearing in this SOLUTION are either trademarks or registered trademarks of CyberCompass or its affiliates or licensors. The absence of a product or service name or logo from this list does not constitute a waiver of CyberCompass trademark or other intellectual property rights concerning that

name or logo. You may not use or display any trademarks, service marks, or trade names owned by us or our licensors without our prior written consent.

Solution License. This Agreement describes Customer's rights with respect to the SOLUTION and its components.

Grant of License. - Subject to the terms and conditions of this Agreement, CyberCompass, LLC grants Customer the nontransferable (unless otherwise approved by CyberCompass, LLC), nonexclusive right to access and utilize the SOLUTION.

Description of Other Rights and Limitations. - The rights granted in Section 1 are subject to the following restrictions: (i) Agent, Customer & Users may not reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or formulas of the SOLUTION; (ii) Customer may not resell or sublicense or use the SOLUTION for commercial use, or to train persons other than Employees of the Customer, unless previously agreed to in writing CyberCompass, LLC.

All Rights Are Reserved by CyberCompass, LLC. - CyberCompass, LLC reserves all rights not expressly granted to Agent, Customer and Users in this Agreement. Agent, Customer and User acknowledges and agrees that: (i) except as specifically set forth in this Agreement, CyberCompass, LLC retains all rights, title, copyrights and interest in and to the SOLUTION, Documentation, Derivative Works and Deliverables and Customer acknowledges and agrees that it does not acquire any rights, expressed or implied, thereon.

Confidential and Proprietary Information. - Each party may have access to certain non-public information of the other party. All such information, if in writing, shall be specifically and obviously marked as "confidential" by the disclosing party at the time of disclosure, or if disclosed orally, shall be orally designated as confidential and thereafter identified as confidential by written notice to the receiving party within a reasonable time ("Confidential Information"). Additionally, each party shall treat as "confidential" information that by its nature would reasonably be construed as confidential. Cyber Compass' software code, business strategies, and method of providing its SOLUTIONS are hereby deemed Confidential Information without any obligation to designate as such. Neither party will use for its own account or the account of any third party, nor disclose to any third party (except as required by law or as reasonably necessary to the receiving party's attorneys, accountants and other advisors who are obligated to maintain the confidentiality of such information), any of the other party's Confidential Information. The disclosing party retains all rights, title and interest in all Confidential Information it discloses under this Agreement and all improvements and modifications made thereto. No license or other rights with respect to the Confidential Information is hereby granted or intended. Each party will use reasonable care, at least equivalent to the care used for its own similar Confidential Information, to protect the confidentiality of the disclosing party's Confidential Information. Each party's obligation under this section will survive for a period of two years following the expiration or termination of this Agreement.

Disclosure of Confidential Information hereunder is solely for the purposes set forth in this Agreement. A receiving party shall use the Confidential Information only to facilitate the performance of its obligations hereunder and the Confidential Information may be shared only with those who have a need to know within the receiving party's Organization and who are bound by nondisclosure obligations at least equivalent to the

obligations imposed on the receiving party herein. The receiving party shall not, and shall not enable or allow any third party to, reverse-engineer, decompile, or disassemble any software disclosed by the disclosing party and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the disclosing party.

Confidential Information shall not include information that (i) is in or enters the public domain without breach of this Agreement and through no fault of the receiving party; (ii) the receiving party was legally in possession of prior to receiving it; (iii) the receiving party can demonstrate was developed by it independently and without use of or reference to the disclosing party's Confidential Information; or (iv) the receiving party receives from a third party without restriction on disclosure. If a party is directed to disclose Confidential Information by law, court order, or a government agency, such disclosure shall not be deemed to be a breach of this section, provided the receiving party provides timely prior written notice of such requirement to the disclosing party, to the extent reasonably practicable or allowed by law, and reasonably cooperates with the disclosing party's efforts to contest or limit the scope of such required disclosure.

Any unauthorized copying, transfer, or use of any Confidential Information by the receiving party shall cause irreparable injury to the disclosing party that cannot be adequately compensated by monetary damages. Monetary damages may not be a sufficient remedy for any such breach. If a party engages, or is reasonably suspected of engaging, causing, or permitting any person or entity to engage in any material breach of this section, the disclosing party shall be entitled, in addition to such other remedies, damages and relief as may be available under applicable law, to seek an injunction prohibiting any such act or specifically enforcing this section.

Restricted rights

CyberCompass, LLC grants Agent, Customer and Users only RESTRICTED RIGHTS regarding use of the SOLUTION. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions set forth in subparagraph (c)(1) (ii) of The Rights in Technical Data and Commercial Computer Software clause at DFARS 252.227-7013, or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable. The contractor/manufacturer is CyberCompass, LLC.

Legal disclaimer

NONE OF THE INFORMATION CONTAINED WITHIN THIS WEBSITE, OR WITHIN THE SOLUTION, SHOULD BE REGARDED AS LEGAL ADVICE. THE DISTRIBUTION AND PUBLICATION OF THIS WEBSITE, AND SOLUTION MADE AVAILABLE FOR SALE ON THIS WEBSITE, DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP BETWEEN CyberCompass, LLC AND ANY WEBSITE USER OR USER OF THE SOLUTION. THE AUTHORS PROVIDE THE INFORMATION CONTAINED HEREIN, AND THE INFORMATION CONTAINED IN THE SOLUTION, ON AN "AS-IS" BASIS. THE AUTHORS MAKE NO WARRANTIES REGARDING ANY OF THE INFORMATION PROVIDED AND DISCLAIM ANY LIABILITIES FOR DAMAGES RESULTING FROM ITS USE AS DESCRIBED BELOW.

Limited warranty

NO WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CyberCompass, LLC DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SOLUTION, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CyberCompass, LLC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOLUTION OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF CyberCompass, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, CyberCompass, LLC'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS CLAUSE SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE CyberCompass SOLUTION. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

Indemnification

CyberCompass, LLC (Indemnitor) shall defend, indemnify and hold harmless you the Customer (Indemnitee), including its officers, directors, agents, employees, affiliates, parents, and subsidiaries, and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney fees, consultant fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with any breach of this Agreement or CyberCompass, LLC's operations to be performed under this agreement for a data breach caused by an act or omission of the CyberCompass, LLC

You, the Customer (Indemnitor), shall defend, indemnify and hold harmless CyberCompass, LLC (Indemnitee), including its officers, directors, agents, employees, affiliates, parents, and subsidiaries, and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney fees, consultant fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with any breach of this Agreement or your operations to be performed under this agreement for a data breach caused by an act or omission of the you, the Customer.

REPRESENTATIONS AND WARRANTIES

You hereby represent, warrant and agree that:

1. SOLUTION is provided as is.
2. SOLUTION will only be used for lawful purposes.
3. SOLUTION will not be used with unsolicited bulk email (sometimes called "spam") in violation of the CAN-SPAM Act or other applicable law.
4. SOLUTION will not be used for hosting content, including images and documents, that infringes the intellectual property rights of others,

including copyright, trademark and patent infringement, or that includes any obscene or libelous material or other material that violates any applicable law or regulation.

5. In your use of SOLUTION, you will represent yourself or your organization accurately and will not impersonate any other person, whether actual or fictitious.
6. You will not interfere with or disrupt this Website or any related CyberCompass servers or networks connected to SOLUTION.
7. You will not interfere with or disrupt any part of the SOLUTION.

GENERAL PROVISIONS

Export Compliance. The SOLUTIONs, Content, other Cyber Compass technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Cyber Compass, Agent or Customer each represents that it is not named on any U.S. government denied-party list. Agent or Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

Entire Agreement and Order of Precedence. This Agreement is the entire agreement between Cyber Compass and Customer regarding Customer's use of SOLUTIONs and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement. The order of precedence for an Agent shall be: (1) Agent Agreement, (2) Quote and Invoice, (3) this Agreement, and (4) the Documentation.

Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Applicable SOLUTIONs and Orders), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Surviving Provisions. Sections Fees and Payment, Ownership, Ownership, Proprietary Rights, Restricted Rights, Limitation of liability, Indemnification and Governing Law shall survive any termination or expiration of this Agreement.

Governing law. This is the entire Agreement between Customer and CyberCompass, LLC relating to your use of the Cyber Compass Website and SOLUTION. The laws of the State of Texas shall govern this Agreement, notwithstanding any principles of conflicts of law. Customer agrees that any action at law or in equity arising out of or relating to this Agreement, shall be filed only in state or federal court located in Williamson County, TX. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such action.

Site Terms of Use Modifications. CyberCompass may revise these Terms of Use for its SOLUTION at any time without notice. By using this website or any part of the SOLUTION, you are agreeing to be bound by the then current version of these Terms and Conditions of Use.