

This Master Services Agreement is dated _____ and is between Designed Privacy, LLC., a Pennsylvania limited liability company, d/b/a PhishMarket ("**PhishMarket**") and _____ a _____ company, located at _____ ("**Customer**").

1. Customer desires to retain PhishMarket to provide certain cyberawareness and phish simulation services.
2. PhishMarket agrees to provide the services upon the terms and conditions set forth

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Applicability.

These terms and conditions for services (these "**Terms**") are the only terms that govern the provision of services by PhishMarket to Customer. The statement of work (the "**Statement of Work**"), which will be provided in the subsequent email confirmation following payment, and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Statement of Work, the Statement of Work shall govern. These Terms prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. Services .

PhishMarket shall provide the services to Customer as described in the Statement of Work (the "**Services**") in accordance with these Terms. PhishMarket shall use reasonable efforts to meet any performance dates specified in the Statement of Work, and any such dates shall be estimates only.

3. Customer's Obligations .

Customer shall:

- cooperate with PhishMarket in all matters relating to the Services and provide such access to Customer 's premises, and such office accommodation and other facilities as may reasonably be requested by PhishMarket, for the purposes of performing the Services ;
- respond promptly to any PhishMarket request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for PhishMarket to perform Services in accordance with the requirements of this Agreement;
- provide such Customer materials or information as PhishMarket may reasonably request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects ; and
- obtain and maintain all necessary licenses, and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to

4. Customer's Acts or Omissions.

If PhishMarket's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents , subcontractors, consultants or employees, PhishMarket shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs , charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

1. Change Orders.

If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. PhishMarket shall, within a reasonable time after such request, provide a written estimate to Customer of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of this Agreement.

Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 25.

Notwithstanding the foregoing, PhishMarket may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Statement of Work.

PhishMarket may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Statement of Work.

5. Fees and Expenses; Payment Terms

In consideration of the provision of the Services by PhishMarket and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Statement of Work. Payment shall be due in advance.

Payment is based on the number of participants contracted for and who will be identified when Customer provides PhishMarket with the employee file at the beginning of the project. Substitutions to the Employee File during the term are not permitted unless the employee is no longer with the Company and new hires are identified to replace the employee.

6. Taxes.

Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder .

7. Intellectual Property.

All intellectual property rights , including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos , corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively , "**Intellectual Property Rights**") in and to all documents , work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of PhishMarket in the course of performing the Services (collectively, the "**Deliverables**") except for any Confidential Information of Customer or Customer materials shall be owned by PhishMarket. PhishMarket hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

8. Confidential Information

From time to time during the term of this Agreement, any Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party or in the case of Client non-public, proprietary and confidential information of Client ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Paragraph 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of

care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 6, Receiving Party's Group shall mean the Receiving Party's employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

9. INFORMATION SECURITY:

In addition to the requirements set forth in Schedule 1 attached hereto DPL agrees to abide by the following requirements in order to protect the security of information, including Confidential Information, Highly-Sensitive Personal Information and Personal Information obtained while providing services to Firm or Client in the course of this Agreement (collectively, "**Client Information**"):

- DPL represents and Warrants that its collection, access, use, storage, disposal and disclosure of Client Information, as hereinafter defined, does and will comply with all applicable federal and, state, and foreign privacy and data protection laws, as well as all other applicable regulations and
- Without limiting DPL's obligations under this Agreement, DPL shall implement administrative, physical and technical safeguards to protect Client Information that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Client Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

10. Representation and Warranty.

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

The PhishMarket shall not be liable for a breach of the warranty set forth in this Section 10 unless Customer gives written notice of the defective Services, reasonably described, to PhishMarket within 30 days of the time when Customer discovers or ought to have discovered that the Services were defective. PhishMarket shall, in its sole discretion, either: (i) repair or re-perform such Services (or the defective part); or (ii) credit or refund the price of such Services at the *pro rata* contract rate.

THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE CUSTOMER ' S SOLE AND EXCLUSIVE REMEDY AND PHISHMARKET'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.

11. Disclaimer of Warranties.

EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 10 ABOVE, PHISHMARKET MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ; OR (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING , COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

12. Limitation of Liability.

IN NO EVENT SHALL PHISHMARKET BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL , INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF

BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT PHISHMARKET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES , AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL PHISHMARKET'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO PHISHMARKET PURSUANT TO THE APPLICABLE STATEMENT O.F WORK IN THE THREE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

The limitation of liability set forth in this Section shall not apply to (i) liability resulting from PhishMarket 's gross negligence or willful misconduct and (ii) death or bodily injury resulting from PhishMarket's negligent acts or omissions.

13. Term and Termination

This Agreement shall commence as of the date executed by Customer (the "**Effective Date**") and shall continue thereafter for a period of one year (the "**Initial Term** "), unless sooner terminated pursuant to this Section. Upon expiration of the Initial Term, this Agreement shall automatically renew for an additional successive one-year term unless either party provides written notice of nonrenewal at least 30 days prior to the end of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). If the Term is renewed for one or more Renewal Term, the terms and conditions during each Renewal Term shall be the same as the Terms in effect immediately prior to such renewal , subject to any change in fees in accordance with the Statement of Work. If either party provides timely notice of nonrenewal, then this Agreement shall terminate on the expiration of the then-current Term, unless sooner terminated as provided in this Section.

Either party may terminate this Agreement or any Statement of Work, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement , and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of

written notice of such breach. In the event PhishMarket is the Defaulting Party and this agreement is terminated, PhishMarket will refund Customer pro-rata portion of payments made.

In addition to any remedies that may be provided under this Agreement, PhishMarket may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Customer's receipt of written notice of nonpayment or (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part.

In addition to any remedies that may be provided under this Agreement, Customer may terminate this Agreement with immediate effect upon written notice to Phishmarket. If Customer terminates this Agreement during the first 15 days following the Initial Start Date of the program as indicated in the Statement of Work or the Initial Start Date ("The Free Trial Period"), then Customer will receive 100% refund of payments made under this Agreement. If the Customer terminates this agreement after the first fifteen days, but within the first 90 days following the Initial Date, then the Customer will receive a refund equal to 25% of payments made under this Agreement. If the Customer terminates this agreement between 91 days and 180 days following the Initial Date, then the Customer will receive a refund equal to 25% of payments made under this Agreement. If the Customer terminates this Agreement between 181 days and 270 days following the Initial Date, Customer will receive a refund equal to 25% of payments made under this Agreement. If the Customer terminates this Agreement on or after 271 days following the Initial Date, Customer will not be eligible to receive a refund under this Agreement.

14. Indemnification

Customer shall defend, indemnify, and hold harmless PhishMarket and its officers, directors, employees, agents, successors, and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or resulting from: (i) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the negligent or willful acts or omissions of Customer; and (ii) Customer's breach of any representation, warranty, or obligation of Customer in this Agreement.

15. Waiver.

No waiver by PhishMarket of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by PhishMarket. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

1. Force Majeure .

The PhishMarket shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of PhishMarket including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, *provided that*, if the event in question continues for a continuous period in excess of 90 days, Customer shall be entitled to give notice in writing to PhishMarket to terminate this Agreement.

16. Assignment.

Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of PhishMarket. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

1. Relationship of the Parties.

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. PhishMarket retains the right to perform the same or similar type of services for third parties during the Term of this Agreement.

1. No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

17. Governing Law.

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Pennsylvania in each case located in Chester County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding .

18. Notices.

All notices, requests , consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth in the

Statement of Work or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested , postage prepaid) . Except as otherwise provided in this Agreement , a Notice is effective only (i) upon receipt of the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

19. Severability.

If any term or provision of this Agreement is invalid , illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

20. Survival.

Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidentiality, Governing Law, Indemnification, Insurance, and Survival.

Executed by

CLIENT

Designed Privacy, LLC

Douglas Kreitzberg

CEO

doug.kreitzberg@designedprivacy.com