**COFENSE INC.**

**COMMERCIAL SUPPLIER AGREEMENT**

This Commercial Supplier Agreement (“Agreement”) is between the Customer, as defined below, having its principal place of business as set forth in a purchase order, Statement of Work, or similar document, and Carahsoft Technology Corporation (the “GSA Multiple Award Schedule (MAS) Contractor”), acting on behalf of Cofense Inc. (“Cofense”), with its principal place of business at 1860 Michael Faraday Dr. Suite 100 Reston, VA 20190. This Agreement governs the Customer’s use of the Cofense Software and Subscriptions and the Cofense Documentation made available for use with such Software or Subscription. “You” and “Customer” mean the Government Customer (Agency) who, under the GSA MAS Program, is the “Ordering Activity,” defined as an “entity authorized to order under GSA Schedule Contracts” as defined in the applicable GSA Order, as such Order may be revised from time to time.

# **DEFINITIONS.**

“Authorized Users” means Customer authorized employees, agents or independent contractors with an assigned unique email address, who may (i) access the applicable Subscription or Software; and/or (ii) receive or send email messages with respect to the applicable Subscription or Software.

“Confidential Information” means any non-public, confidential, or proprietary information of a disclosing Party (“Discloser”) that should reasonably be understood by the receiving Party (“Recipient”) to be confidential because of (i) legends or other markings; (ii) the circumstances of disclosure; or (iii) the nature of the information, which may be disclosed either directly or indirectly, in writing, visual, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, products, software, product specifications and white papers) or other means. Confidential Information includes but is not limited to technology and technical information, promotional and marketing activities, inventions, finances and financial plans, customers, business and product plans, know-how, source code, data, algorithms, methods and processes, trade secrets, designs, techniques, analyses, models, strategies and objectives, and any third-party information that Discloser is otherwise obligated to keep confidential. Notwithstanding the foregoing, this CSA and its exhibits shall not be considered confidential information. All other confidentiality obligations set forth in the Agreement shall apply. For clarification, all Cofense Confidential Information, including specific line-item pricing, is provided solely by Cofense, and is not generated by Customer.

“Customer Marks” means Customer’s name and logo, the names of any of Customer’s websites, other names of Customer’s business, enterprises or properties, product marks, trademarks and any other registered intellectual property of Customer.

“Customer Data” means the information submitted or provided by Customer and its Authorized Users for use with the Software and Services.

“Documentation” means the applicable Software and Subscription user manuals provided by Cofense to its customers (which may be in electronic format), as amended from time to time by Cofense.

“Intellectual Property Rights” means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors’ rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

“Order” means (i) a purchase order or GSA Order issued under the contract awarded to the MAS Contractor under GSA IT Schedule Solicitation 47QSWA18D008F (“MAS Contract”) under which Customer agrees to purchase Software and/or Services. It is agreed that all Orders for the Software and Services hereunder will incorporate the terms of this Agreement and the MAS Contract, whether expressly referenced or not, and will only be accepted subject to the terms of this Agreement. The terms and conditions of this Agreement and the MAS Contract will govern all Orders, and any additional or different terms in an Order are deemed void and of no effect unless such additional or different terms are agreed upon by the Parties in writing. For clarity, acceptance by Cofense of a Customer’s purchase order or similar ordering document will not be deemed an acceptance of any conflicting or additional terms and conditions.

“Cofense IP” means all Cofense proprietary materials, including without limitation, the Software, Subscriptions, Cofense’s Confidential Information, threat intelligence and threat indicators, intelligence alerts and reports, and/or investigation tools, Aggregate Data, Documentation, Cofense Rules, proprietary processes and methods, and any Cofense templates and/or forms.

“Software” means the licensed software (object code and source code) described in the applicable exhibit for such Software attached to this Agreement.

“Software Support Services” means the applicable support services provided with the Software, as described in the Software Support Services Exhibit attached to this Agreement.

“Professional Services” means professional consulting services or managed services rendered or performed by Cofense under an applicable Statement of Work.

“Service(s)” means the Subscription Services, Professional Services and Software Support Services.

“Statement of Work” or “SOW” means (i) a written statement of work or addendum, mutually agreed-upon and signed by the Parties, describing Professional Services and incorporating this Agreement or (ii) an Order for the purchase of Professional Services which will be subject to the terms and conditions of the applicable Statement of Work attached hereto.

“Subscription Services” or “Subscription” means the subscription service provided by Cofense, as described in the applicable exhibit for such Subscription attached to this Agreement.

# **PROVISION OF SOFTWARE AND SERVICES; CUSTOMER RESPONSIBILITIES.**

## Orders and SOWs. Cofense will provide the Software and Services set forth in Orders or Statements of Work, as applicable, pursuant and subject to this Agreement. Terms and licenses specific to each Software and Service are set forth in the applicable exhibit for such Software and Service attached hereto. If Customer receives the Software or Services through a Cofense authorized reseller, partner or distributor (collectively, “Authorized Partner”), all fees and other procurement and delivery terms will be agreed between Customer and the Authorized Partner; however, the terms set forth in this Agreement regarding Customer’s use of the Software and Services remain applicable. For clarification, Customer’s agreement with the Authorized Partner is between Customer and the Authorized Partner, and is not binding on Cofense.

## Evaluations. If Cofense provides any Software or Subscriptions, along with any other related materials and documentation for Customer’s evaluation purposes (collectively, “Evaluation Products”), then Cofense grants Customer a limited, nontransferable, non-assignable, non-sublicensable right to use the Evaluation Product listed in the applicable activation email sent by Cofense to Customer, subject to the terms of this Agreement and any other limitations expressly set forth in the activation email. Customer may use the Evaluation Product for its own internal evaluation purposes from the date in which Customer first installs, downloads or accesses the Evaluation Product, until the expiration date set forth in the activation email or, if no expiration date is set forth in the activation email, for a period of up to thirty (30) days from the date of installation, download or access of the Evaluation Product (the “Evaluation Period”). Cofense may, at its sole discretion, provide reasonable maintenance and support for the Evaluation Products during the Evaluation Period. Evaluation Products are provided to Customer “AS-IS”, and to the extent permitted by applicable law, Cofense disclaims all indemnities and warranties relating to the evaluation of the Evaluation Product, express or implied, including but not limited to any warranties against infringement of third party rights, merchantability, and fitness for a particular purpose. Customer acknowledges that the Evaluation Product is Cofense’s Intellectual Property. At the end of the Evaluation Period, all evaluation licenses granted herein will automatically terminate and Customer will delete or return Evaluation Products in Customer’s possession, and provide written certification of such destruction or return in writing to Cofense. If applicable, Customer understands that Cofense may disable access to the Evaluation Products automatically at the end of the Evaluation Period, without notice to Customer. This Section will take precedence over any contradictory language in this Agreement as it relates to an Evaluation Product.

## Customer Responsibilities. Customer (i) is responsible for the use of the Software and Services by Customer and its Authorized Users in compliance with this Agreement, including any applicable exhibits, addenda, Documentation and applicable laws and government regulations; (ii) is responsible for the accuracy, quality and legality of Customer Data, including the lawful use and transmission of Customer Data provided by Customer and its Authorized Users in connection with the Software and Services; (iii) will obtain all rights, permissions or consents from Authorized Users and other Customer personnel that are necessary to grant the rights and licenses in this Agreement; and (iv) will use commercially reasonable efforts to prevent unauthorized access to or use of Cofense IP, Software and Subscriptions, and will notify Cofense promptly of such unauthorized use.

# **TERM AND TERMINATION.**

## Term.

### Software License and Support. Each Software will be licensed for the period of time stated on the applicable Order or, if no period of time for the Software License is specified in the Order, for a period of one (1) year from the date the Software was delivered to Customer (“Software License Term”). If Customer is licensing the Software on a term basis, Cofense will provide Software Support Services at no additional charge, for the duration of the Software License Term and such Software Support Services will be coterminous with the Software License Term. If Customer is licensing the Software on a perpetual basis, Software Support Services will be provided for the period of time stated on the applicable Order, or, if no period of time for Support Services is specified, Support Services will be provided for a period of one (1) year from the date the Software was delivered to Customer (“Initial Support Term”).

### Subscriptions. The term of each Subscription is specified in the applicable Order or, if no period of time for the applicable Subscription is specified, for a period of one (1) year from the date in which access to the Subscription was made available to Customer (“Subscription Term”).

### Professional Services. The term of each SOW for Professional Services begins on the date stated therein or, as otherwise mutually agreed in writing between the Parties, and will remain in effect for term length stated in the applicable SOW.

## Termination for Convenience. Customer may terminate a Software License or Service for convenience in accordance with FAR 52.212-4 ; provided that Customer will not receive a refund or credit of any Fees already paid or due to Cofense and, if applicable, all outstanding Software License and Services Fees under an applicable SOW or Order will accelerate and become immediately due and payable.

## Termination for Material Breach; Suspension**.** Customer may terminate this Agreement or one or more of the Orders and Statements of Work hereunder in accordance with FAR 52.212-4. Notwithstanding the foregoing, Customer acknowledges and agrees that Cofense may, in its sole and absolute discretion, immediately commence a dispute with the applicable contracting officer, which may include an administrative appeal, sponsored by the GSA Multiple Award Schedule (MAS) Contractor, at Cofense’s expense in the event of any actual, alleged or suspected: (i) breach of confidentiality obligations and license or use restrictions set forth in this Agreement and applicable exhibit, (ii) direct or indirect technical or security issues or problems caused by or relating to Customer, or (iii) violations of applicable law which Cofense deems places Customer in breach of the Agreement. In the event of Customer’s breach of this Agreement, Cofense may pursue any additional remedies available at law, in equity, or prescribed by applicable law. If Customer terminates a Software license or Service for Cofense’s material breach, Customer will receive a refund for the remainder of the then-current term for such Software or Service.

## Effect of Termination. Upon termination of an applicable SOW or Order for any reason, all access rights and licenses granted herein with respect to the affected Order or SOW will immediately terminate. Termination or expiration of any Order or SOW will not be deemed a termination or expiration of any other Orders or SOWs in effect as of the date of termination or expiration, and this Agreement will continue to govern and be effective as to those outstanding Orders and SOWs until those Orders and SOWs have expired or terminated by their own terms or as set forth herein. Within ten (10) business days of the termination of an applicable SOW or Order, each Party will return or delete all copies of the other Party’s intellectual property in its possession or control.

## Survival. The provisions of Section IV (Fees, Taxes and Expenses), Section V (Confidentiality and Data Privacy), Section VI (Intellectual Property), Section VII(D) (Disclaimers), Section IX (Limitation of Liability), Section XII (Miscellaneous), and all accrued payment obligations, will survive the termination of this Agreement and the termination of all Orders and SOWs.

# **FEES, TAXES AND EXPENSES.**

## Customer will pay the fees for the Software and Services set forth in the applicable Order or Statement of Work (“Fees”). Cofense shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3. Customer will pay all taxes associated with its purchase as permitted under GSAR 552.212-4(k) Contract Terms and Conditions-Commercial Items, Taxes (May 2015) (Alt. II-JUL 2009) (FAR Deviation-JUL 2015) (Tailored) and GSAR 552.212-4(w)(1)(x) Contract Terms and Conditions\_Commercial Items Taxes (May 2015) (Alt. II-Jul 2009(FAR Deviation-Jul 2015) (Tailored).

## Customer agrees to pay all invoices in accordance with the Prompt Payment Act. and any interest on late payments will be paid in accordance with General Services Administration Acquisition Regulation (GSAR) 552.212-4(g) Invoice and (i) Payment and the Prompt Payment Act.,

# **CONFIDENTIALITY AND DATA PRIVACY.**

## Recipient will: (i) not use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the Parties and/or to fulfill its obligations under this Agreement; (ii) use at least the same degree of care as Recipient uses to protect its own confidential information from unauthorized use, access or disclosure, but in no event less than a reasonable degree of care; (iii) limit disclosure of Confidential Information to those persons within Recipient’s organization who have a need to know and who have previously agreed in writing, prior to the receipt of Confidential Information, to be bound by confidentiality obligations similar to those set forth in this Agreement; (iv) not disclose any Confidential Information to third parties without Discloser’s prior written consent; (v) not copy, reverse engineer, disassemble, create any works from, or decompile any prototypes, software or other tangible objects which embody Discloser’s Confidential Information; and (vi) comply with, and obtain all required authorizations arising from, all U.S. and other applicable export control laws or regulations. Any reproduction of Confidential Information requires Discloser’s prior written consent and will remain the property of Discloser. Any reproductions will contain any and all notices of confidentiality contained on the original Confidential Information.

## The foregoing confidentiality obligations will not apply to information that Recipient can demonstrate: (i) is publicly known and made generally available through no improper action or inaction of Recipient; (ii) was already in the possession of, or known by Recipient prior to the time of disclosure by Discloser through no fault or breach of this Agreement by Recipient; (iii) was rightfully obtained by, or disclosed to, Recipient from a third party without any obligation to maintain the Confidential Information as proprietary or confidential; or (iv) is independently developed by Recipient without use of or reference to Discloser’s Confidential Information. Recipient may disclose Confidential Information to the extent such disclosure is required to comply with applicable law or a valid order or requirement of a governmental or regulatory agency or court of competent jurisdiction including the Freedom of Information Act, 5 USC 552, provided that Recipient (a) restricts such disclosure to the maximum extent legally permissible; (b) notifies Discloser as soon as practicable of any such requirement to the extent such provision of prior notice is permitted by applicable law; and (c) that subject to such disclosure, such disclosed materials will in all respects remain subject to the restrictions set forth in this Agreement.

## Within ten (10) business days of the termination of this Agreement or upon Discloser’s written request, Recipient will promptly, at Recipient’s election, destroy or return all of Discloser’s Confidential Information in Recipient’s possession or in the possession of any representative of Recipient; provided, however, that Recipient will not, in connection with the foregoing obligations, be required to delete Confidential Information held electronically in archive or back-up systems, and such Confidential Information will in all respects remain subject to the restrictions set forth in this Agreement. Upon Discloser’s written request, Recipient will provide a certification, signed by an officer of Recipient, as to the destruction or return of Discloser’s Confidential Information.

## Discloser retains all right, title and interest to its Confidential Information. Recipient acknowledges that the disclosure of Confidential Information may cause irreparable injury to Discloser. Discloser will, therefore, be entitled to seek injunctive relief upon a disclosure or threatened disclosure of any Confidential Information in accordance with applicable Federal Law . This provision will not in any way limit such other remedies as may be available to Discloser at law or in equity. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” DISCLOSER MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

## If use of the Software and Subscriptions includes the processing of personal data (as described in the General Data Protection Regulation (EU) 2016/679), when performing its obligations under this Agreement, the following will apply:

### Customer will ensure that: (i) Customer is entitled to transfer the relevant personal data to Cofense so that Cofense may lawfully use, process and transfer the personal data on Customer’s behalf and in accordance with this Agreement; and (ii) the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection laws.

### Cofense will: (i) process personal data in compliance with and subject to this Agreement and any lawful and reasonable instructions received from Customer; (ii) not use or process or permit any Cofense subcontractors to use or process, any personal data except to the extent necessary to perform its obligations under this Agreement; (iii) implement and maintain adequate and reasonable technical and organizational safeguards designed to protect against the unauthorized or accidental access, loss, alteration, disclosure or destruction of personal data in Cofense’s possession or control; (iv) ensure that it has appropriate procedures in place designed to comply with applicable data protection laws and will take all reasonable steps to ensure that persons employed by it, and other persons engaged at its place of work, are aware of and comply with applicable data privacy laws and regulations.

### Cofense may process or otherwise transfer personal data in or to any country outside the European Economic Area or any country not deemed adequate by the European Commission pursuant to applicable data protection laws to the extent necessary for the provision of the Software and Services. If required, Cofense will enter into the EU Standard Contractual Clauses as approved by the European Commission for ensuring an adequate level of data protection in respect of the personal data that will be processed or transferred.

### Cofense will not sell, process, retain, disclose, or use (i) for a commercial purpose or (ii) outside of the direct business relationship between Cofense and Customer, any Customer Data that, under the California Consumer Privacy Act (“CCPA”) constitutes “personal information” (“CA Personal Information”), except to provide the Software and Services or as permitted by CCPA. Notwithstanding anything in this Agreement, Order or Statement of Work, the Parties acknowledge and agree that Cofense’s access to CA Personal Information or any other Customer Data does not constitute part of the consideration exchanged by the Parties in respect of this Agreement.

# **INTELLECTUAL PROPERTY.**

## Intellectual Property of Cofense; Restrictions. All Intellectual Property Rights in the Cofense IP belong exclusively to Cofense or its licensors. Customer acknowledges and agrees that it will not (and will not allow any third party), in whole or in part, to directly or indirectly: (i) disassemble, decompile, reverse compile, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Cofense IP (except to the limited extent that applicable law prohibits reverse engineering restrictions solely for interoperability purposes), (ii) sell, resell, distribute, sublicense or otherwise transfer, the Cofense IP, or make the functionality of the Cofense IP available to any other party through any means (unless Cofense has provided prior written consent), or (iii) reproduce, alter, modify or create derivatives of the Cofense IP (unless as expressly permitted in this Agreement). Customer will maintain the copyright notice and any other notices that appear on Cofense IP, including any interfaces related to the Software or Subscriptions.

## Aggregate Data; Feedback. Notwithstanding the foregoing, Cofense owns all Intellectual Property Rights in and to Aggregate Data, and may use, reproduce, sell, publicize or otherwise exploit Aggregate Data in any way, in its sole discretion. “Aggregate Data” refers to Customer Data that is de-identified (stripped of any information used to identify Customer, including personal data). Aggregate Data will also include statistical information related to the use and performance of Software and Services, provided that such statistical information is de-identified. Customer grants to Cofense a worldwide, perpetual, irrevocable, royalty-free, fully paid-up license to use and exploit any suggestion, enhancement request, recommendation, correction or other feedback (“Feedback”) provided by Customer or its Authorized users relating to the Software and Services. Feedback will not include Confidential Information.

## Cofense Templates and Formats. Customer acknowledges that for applicable Software and Services, Cofense may provide certain Cofense templates and formats to Customer, and Customer will have a non-exclusive, nontransferable, non-sublicenseable right to use, modify, display and reproduce such templates and formats for Customer’s internal use with the applicable Software or Service, subject to the restrictions set forth in this Agreement. To the extent that any such modified templates and/or formats do not embody or otherwise include Customer’s Confidential Information and Customer Marks, Cofense owns and holds all right, title and interest in and to such templates and/or formats.

## Intellectual Property of Customer; Restrictions. Cofense acknowledges that Customer owns all right, title, and interest in and to Customer Marks and Customer Data (excluding Aggregate Data). Customer grants to Cofense the worldwide right to use, access, host, copy, transmit and display Customer Marks and Customer Data, as reasonably necessary for Cofense to perform its obligations in accordance with this Agreement. Cofense may disclose Customer Data to its third-party contractors and service providers (including cloud service providers) to the extent necessary to provide the applicable Software and Services in accordance with this Agreement; provided that such third-party contractors and service providers are bound by confidentiality obligations similar to the provisions of this Agreement. Cofense expressly disclaims any Customer Data which Customer has generated for use with an applicable Subscription or Software.

## U.S. Government Restricted Rights. The Cofense IP, Software and Services are “commercial items”, “commercial computer software” and “commercial computer software documentation,” pursuant to FAR Sections 12.211-12.212, as applicable. All Cofense IP, Software, and Services are and were developed solely at private expense and the use of Cofense IP, Software and Services by the United States Government are governed solely by this Agreement and are prohibited except to the extent expressly permitted by this Agreement.

# **WARRANTIES AND DISCLAIMERS.**

## Software Warranty. Cofense represents and warrants that, during the one (1) year period following delivery of the Software to Customer (“Software Warranty Period”), the Software will perform materially as described in the applicable Documentation. Customer must promptly notify Cofense of any breach of this warranty, but in any event no later than the expiration of the Software Warranty Period. The warranty set forth in this Section will not apply if the Software (i) has been modified or altered by any party other than Cofense or Cofense’s duly authorized representatives; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cofense; or (iii) has been subjected to abnormal stress, misuse, negligence, or accident. In the event of a breach of the warranty in this Section, Cofense will at its sole option, either repair the Software or replace the Software with software of substantially similar functionality. The foregoing states Customer’s sole remedy and Cofense’s entire liability for breach of warranty in this Section.

## Professional Services and Software Support Services Warranty.  Cofense warrants to Customer that Professional Services and Software Support Services will be performed in a professional manner in accordance with industry standards for like services.  Customer must promptly notify Cofense of any breach of this warranty, but in any event no later than thirty (30) days following the date the Professional Services or Software Support Services were performed. For any breach of Cofense’s warranty obligations set forth in this Section, Cofense will promptly correct or re-perform the applicable Professional Services or Software Support Services, at Cofense’s expense. The foregoing states Customer’s sole remedy and Cofense’s entire liability for breach of warranty in this Section.

## Subscription Services Warranty.  Cofense warrants to Customer that during the applicable Subscription Term, the Subscription will be performed materially in accordance with the applicable Documentation, and in a professional manner with reasonable skill and care.  Customer must promptly notify Cofense of any breach of this warranty, but in any event no later than thirty (30) days following the date this warranty was allegedly breached. The warranty set forth in this Section will not apply if (i) Customer has used the Subscription contrary to Cofense’s instructions as may be set forth in the applicable exhibit or Documentation, or (ii) the Subscription has been modified or altered by any party other than Cofense or Cofense’s duly authorized representatives. For any breach of Cofense’s warranty obligations set forth in this Section, Cofense will promptly correct the non-conformity, at Cofense’s expense. The preceding sentence states Customer’s sole remedy and Cofense’s entire liability for breach of warranty in this Section.

## DISCLAIMERS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL SOFTWARE, SUBSCRIPTIONS, AND SERVICES ARE PROVIDED ON AN “AS IS” BASIS WITHOUT ANY WARRANTY WHATSOEVER AND COFENSE EXPRESSLY DISCLAIMS, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. COFENSE ALSO MAKES NO WARRANTY REGARDING NONINTERRUPTION OF USE OR FREEDOM FROM BUGS, AND MAKES NO WARRANTY THAT SOFTWARE, SERVICES OR SUBSCRIPTIONS WILL BE ERROR-FREE. Cofense DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM USING THE Software, SERVICES AND SUBSCRIPTIONS.

# **INDEMNIFICATION.**

## Cofense agrees to indemnify, has the right to intervene to defend, and hold Customer, its employees and agents harmless from any and all claims and/or demands, including reasonable attorneys’ fees, arising out of or in connection with a claim that the Cofense IP, Software or Subscription, infringes a valid third party intellectual property right. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. If the Cofense IP, Software or Subscription, or parts thereof, become, or in Cofense’s opinion may become, the subject of an infringement claim, Cofense may, at its option: (i) modify or replace such Cofense IP, Software or Subscription with a non-infringing, functional equivalent; (ii) obtain for Customer all necessary licenses and permissions to continue using the Cofense IP, Software or Subscription; or (iii) require that Customer cease to use the Cofense IP, Software or Subscription and (a) with respect to Subscriptions and term Software Licenses, refund any pre-paid Fees for the unused remainder of the Software License Term or Subscription Term; (b) with respect to perpetual Software Licenses, refund the Fees paid for the Software License, less allowance for amortization over a three (3) year period, straight-line method and refund any pre-paid Fees for the unused remainder of the Software Support Term; and (c) with respect to Professional Services, refund any pre-paid Fees for Professional Services that have not been delivered. This Section states Cofense’s entire liability and Customer’s exclusive remedy for claims based on infringement of any third party’s intellectual property rights.

## Cofense will have no indemnification obligations with respect to any action arising out of: (i) the use of any Cofense IP, Software or Subscription, or any part thereof, in combination with other software or products not authorized by Cofense; (ii) any modification of the Cofense IP, Software or Subscription not performed or expressly authorized by Cofense; (iii) Customer’s failure to substantially comply with Cofense’s reasonable written instructions which if implemented would have rendered the Cofense IP, Software or Subscription non-infringing, provided that a sufficient time period is given to Customer in order to implement such written instructions; or (iv) the use of the Cofense IP, Software or Services other than in accordance with this Agreement and applicable Documentation.

## Reserved.

## The Party which seeks indemnification (the “Indemnified Party”) will (i) notify the other Party (the “Indemnifying Party”) promptly after receiving notice of any threat or claim in writing of such actions set forth above, provided that if the Indemnified Party fails to notify the Indemnifying Party promptly of any threat or claim, the Indemnifying Party will be relieved of its obligation to indemnify the Indemnified Party to the extent the Indemnifying Party is prejudiced by the delay in notice; (ii) the Department of Justice shall have sole control over defense of a claim against the United States,; provided no settlement may be agreed to without the Indemnified Party’s consent (which consent will not be unreasonably withheld); and (iii) reasonably cooperate, at the Indemnifying Party’s expense, with the Indemnifying Party in defense of such claim.

# **LIMITATION OF LIABILITY.**

## Exclusion of Consequential and Related Damages. EXCEPT FOR LIABILITY ARISING UNDER A BREACH OF ANY INTELLECTUAL PROPERTY RIGHT OF A PARTY, THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION VIII, OR A PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL A PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS AND LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT’S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733.

## Limitation of Monetary Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, ANY PROVISIONS IN THIS AGREEMENT REFERENCING LIMITATION OF LIABILITY ARE DELETED AND REPLACED WITH FAR 52.246-25.

## Applicability. THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN WILL APPLY ONLY TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND NOTHING HEREIN PURPORTS TO LIMIT EITHER PARTY’S LIABILITY IN A MANNER THAT WOULD BE UNENFORCEABLE OR VOID AS AGAINST PUBLIC POLICY IN THE APPLICABLE JURISDICTION. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO PERSONAL INJURY OR DEATH RESULTING FROM COFENSE’S NEGLIGENCE, OR FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

# **AUDIT RIGHTS.**

## Cofense agrees that Customer may conduct an audit of Cofense’s records related to Customer, at Customer’s expense, subject to the following conditions: (i) the audit will only be of Cofense records that pertain solely to this Agreement; (ii) Customer will provide no less than seventy-two (72) hours prior written notice of the date the audit is to be performed; (iii) the audit will be conducted at a location specified by Cofense during Cofense’s normal business hours and without interrupting Cofense’s business operations; and (iv) Customer may not request more than one (1) audit in any twelve (12) month period. Notwithstanding anything in the foregoing to the contrary, Customer may not audit facilities, networks, systems, devices, or storage media of Cofense or its personnel.

## Cofense acknowledges that Customer may be subject to examination and audit by applicable government regulatory agencies having jurisdiction over Customer (“Regulatory Agencies”). Cofense further acknowledges that such Regulatory Agencies may require access to Cofense’s books, records, data, and evidence of procedures and policies relating to Cofense’s compliance with this Agreement. Upon request by such Regulatory Agencies, Cofense will provide the reasonable assistance of Cofense’s employees with knowledge of compliance efforts in connection with any such examination or audit.

## For any applicable Software License Term or Subscription Term, Customer agrees that at Cofense’s request, Customer will furnish to Cofense a certification signed by Customer’s authorized representative verifying that the Software or Subscription is being used in accordance with this Agreement.

# **NOTICES.**

All notices in connection with this Agreement will be in writing and will be deemed effective (i) upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or (ii) five (5) business days after having been sent by registered or certified mail or the local equivalent, as evidenced by the postmark. Notices will be addressed to the applicable address as listed in this Agreement or as subsequently modified by written notice.

# **MISCELLANEOUS.**

## Governing Law. This agreement is subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)) and FAR 52.233-1. The validity, interpretation and enforcement of agreement will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to the Agreement, and the governing law will remain as if such law or regulation had not been enacted.

## Anti-Corruption and Anti-Bribery. Each Party acknowledges that it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act of 1977, as amended (“the FCPA”) and the U.K. Bribery Act of 2010 (“UKBA”) and agrees not violate or knowingly let anyone violate the FCPA or UKBA. Customer agrees that no payment it makes will constitute a bribe, influence payment, kickback, rebate, or other payment that violates the FCPA, the UKBA, or any other applicable anti-corruption or anti-bribery laws.

## Entire Agreement; Order of Precedence. This Agreement, the MAS Contract, and the applicable exhibits, Orders, SOWs or addenda constitutes the complete and entire agreement between Cofense and Customer with respect to the Software and Services. It replaces and supersedes any prior agreements, oral or written, between Cofense and Customer concerning the subject matter hereof. Cofense hereby rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained or referenced in any purchase order, acceptance, or acknowledgement.  No amendment to this Agreement will be effective unless it is in writing and signed by the authorized representatives of each Party. In the event of conflict between any of the terms in this Agreement and the terms set forth in an exhibit, Order, SOW, the MAS Contract, or addendum, this Agreement will govern.

## Assignability. Any assignment of this Agreement, SOW, Order or addenda by Cofense shall be subject to FAR 42.12 and FAR 52.232-23. Cofense may use subcontractors in the performance of its obligations. Cofense will disclose subcontractors having access to Customer Data upon Customer’s written request.

## Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).

## No Third-Party Beneficiaries. Nothing in this Agreement will benefit or create any right or cause of action in or on behalf of any person or entity other than Customer and Cofense.

## Waiver and Severability. The failure of a Party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

## Counterparts. This Agreement may be executed in counterparts, each of which for all purposes to be deemed an original, and both of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**Cofense Professional Services**

**Exhibit**

In addition to the terms of the Agreement and an applicable Statement of Work, the following terms apply to Professional Services.

1. From time to time, Cofense and Customer may enter into mutually agreed upon Statements of Work, executed by both Parties, for Cofense’s performance of Professional Services. Each Statement of Work will incorporate and be governed by this Agreement.  For clarity, Cofense will not be obligated to perform any Professional Services until a Statement of Work describing those Professional Services has been agreed to and signed by both Parties.
2. When Cofense’s personnel are performing Professional Services on site at Customer’s premises, Customer will allocate appropriate working space and physical access for all Cofense personnel. Cofense personnel will be required to adhere to any applicable Customer Security requirement, including applicable security clearances.
3. Either Party may elect to submit written change requests to the other Party proposing changes to the Statement of Work. All changes to an applicable Statement of Work will be made using an amendment signed by both Parties.
4. Grant of License. Subject to full payment of Fees by Customer for the Professional Services to which a Deliverable (as defined below) relates and in accordance with the terms of this Agreement, Cofense will (a) assign to Customer all copyrights in and to the Deliverables, with the exception of any Cofense IP included therein; and (b) grant to Customer a non-exclusive, royalty-free, worldwide license to use any Cofense IP incorporated into the Deliverable, solely as part of the Deliverable and not separate from the Deliverable, as necessary for Customer to make use of the Deliverable as set forth herein. “Deliverables” means the written reports that are created for Customer as a result of the Professional Services provided, and specified as Deliverables under an applicable Statement of Work.
5. Deliverables containing Cofense IP may not be shared with any third party other than (i) law enforcement agencies or (ii) third party consultants/subcontractors, provided that: (A) the consultant/subcontractor is under an obligation of confidentiality and non-use restrictions at least as restrictive as those set forth in this Agreement and (B) the consultant/subcontractor is receiving and using the Deliverable for the sole purposes of providing services to Customer.

**Cofense PhishMe SUBSCRIPTION**

**Exhibit**

In addition to the terms of the Agreement, the following terms apply to Cofense PhishMeTM.

1. For the duration of the applicable Subscription Term set forth in the applicable Order and in accordance with the terms of this Agreement, Cofense grants to Customer a non-exclusive, non-transferable, non-assignable right to access Cofense PhishMe, including the applicable Documentation and all associated Cofense IP, for Customer’s internal use only. Customer acknowledges that Cofense has no delivery obligation and will not ship copies of software as part of Cofense PhishMe.
2. Customer is responsible for its Authorized Users’ compliance with the Agreement, this Exhibit and the Cofense PhishMe Acceptable Use Policy Addendum attached hereto.
3. Cofense PhishMe includes access to Cofense’s standard computer-based training modules for cybersecurity awareness (“CBTs”) as set forth in the Order. If agreed upon by Cofense, Customer may order additional features or content for the CBTs at the pricing stated in the Order (“CBT Enhancements”).
4. Customer acknowledges and agrees that the maximum number of Authorized Users will not exceed the number of Authorized Users set forth in the applicable Order. At the beginning of the Subscription Term, Customer will designate and allocate the Authorized Users and will not reassign or replace such Authorized Users (except for those designated by Customer to act as administrators) prior to the expiration of the Subscription Term. Customer may add additional Authorized Users during the Subscription Term, at the same pricing as set forth in the applicable Order, pro-rated for the portion of the Subscription Term remaining at the time. Customer will provide Cofense with a primary contact person who will approve requests for new administrators. Notwithstanding anything in the Agreement to the contrary, any breach by Customer and its Authorized Users of this Section will result in the immediate suspension or termination of Customer and its Authorized Users’ access to Cofense PhishMe.
5. Customer may only designate Authorized User’s email addresses with Internet domain names that Customer owns or is authorized by the Internet domain name owner to use for the purposes contemplated herein.
6. Subscription Availability and Uptime.
	1. Cofense will use commercially reasonable efforts to provide Customer administrators with online availability to Cofense PhishMe 99.8% of the time in any calendar month (“Uptime”), excluding downtime caused by Scheduled Maintenance, force majeure events, or acts or omissions of Customer not in accordance with the Agreement and Documentation.
	2. Scheduled Maintenance. Scheduled maintenance is used for major upgrades to Cofense applications, servers, or networks. Scheduled maintenance timeslots are provided in advance and a customer announcement message is presented to Customer in Cofense PhishMe.
7. Cofense will, as part of the Subscription, and at no additional cost to Customer, provide Customer with the following support by the Technical Operations Center (TOC):
	1. Cofense PhishMe (Enterprise) support (questions concerning basic feature inquiries, troubleshooting, and configuration support) is available 24x6 (Sunday-Friday).
	2. Cofense PhishMe (SBE) support (questions concerning basic feature inquiries, troubleshooting, and configuration support) is available 9:00 AM ET to 6:00 PM ET (Monday-Friday).
	3. Normal priority requests received outside of support hours are placed in a support queue for processing by TOC Engineers during standard support hours. Urgent issues outside of business hours will be received and escalated by a US based answering service.
	4. Special support assistance outside of core hours may be arranged and scheduled by the Parties at a mutually agreed upon date and time. TOC support hours are subject to holiday hours and closures. TOC support hours may be reasonably updated at any time by Cofense, with thirty (30) days’ advanced notice to Customer through the Cofense Community Portal. Customer may refer to the most up to date hours as set forth in the Cofense Community portal.
	5. The TOC may be reached via service portal, live chat, and telephone as listed in the Cofense Community portal.

**ACCEPTABLE USE POLICY ADDENDUM FOR**

**COFENSE PHISHME**

In addition to the terms of the Agreement and the Cofense PhishMe Subscription Exhibit to which this Acceptable Use Policy Addendum (this “Policy”) is attached, the following conduct and usage restrictions set forth in this Policy govern Customer and its Authorized Users’ access to Cofense PhishMe (“Subscription”).  Capitalized terms used below but not defined in this Policy will have the meaning set forth in the Agreement and the Cofense PhishMe Subscription Exhibit. Customer and its Authorized Users must promptly notify Cofense of any actual or suspected illegal or unauthorized activity or a security breach involving Cofense PhishMe.

Customer and its Authorized Users may not:

1. disseminate material that is abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious;
2. disseminate materials that would constitute an infringement upon the patents, copyrights, trademarks, trade secrets or other intellectual property rights of others;
3. use Cofense PhishMe for any illegal purpose, or in violation of any laws;
4. disseminate materials that would give rise to liability under the Computer Fraud and Abuse Act;
5. use Cofense PhishMe to commit fraud or engage in other misleading or deceptive activities;
6. upload to, or transmit from Cofense PhishMe any viruses, worms, defects, Trojan horses, time-bombs, malware, spyware, or any other computer code of a destructive or interruptive nature;
7. share Cofense PhishMe and any associated Cofense IP and Cofense Confidential Information with any third-parties, except as expressly authorized in advance by Cofense in writing;
8. use Cofense PhishMe and Cofense IP in any way to provide services to any third-party;
9. disassemble, decompile, reverse compile, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of Cofense PhishMe and any Cofense IP (except to the limited extent that applicable law prohibits reverse engineering restrictions solely for interoperability purposes);
10. sell, resell, distribute, sublicense or otherwise transfer, Cofense PhishMe and any Cofense IP, or make the functionality of Cofense PhishMe available to any other party through any means (unless Cofense has provided prior written consent); and
11. reproduce, alter, modify or create derivatives of the Cofense IP (unless as expressly permitted in this Agreement).

Authorized Users must comply with any Intellectual Property Rights asserted in any Cofense IP provided to Customer for the purposes of using with Cofense PhishMe.  Authorized Users will maintain and not remove or obscure any proprietary notices on Cofense IP.

Remedies. Violation of this Policy may result in civil or criminal liability, and Cofense may, in addition to any other remedy that Cofense may have at law or in equity, submit a claim to the cognizant contracting officer to terminate any permission for Customer and any Authorized User to access Cofense PhishMe or immediately remove the offending material in accordance with the procedures set forth in the Contract Disputes Act. In addition, Cofense may investigate incidents that are contrary to this Policy.

Cofense reserves the right to update and modify the non-material provisions of this Policy at any time from time-to-time. Continued use of Cofense PhishMe by Customer and its Authorized Users after such update or modification will indicate Customer’s acceptance of the non-material updates and/or modifications to this Policy. Any material updates to this Policy shall be presented to Ordering Activity for review and will not be effective unless and until both parties sign a written agreement updating these terms.

**COFENSE INTELLIGENCE SUBSCRIPTION**

**EXHIBIT**

In addition to the terms of the Agreement, the following terms apply to Cofense IntelligenceTM.

1. For the duration of the applicable Subscription Term set forth in the applicable Order and in accordance with the terms of the Agreement, Cofense grants to Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicenseable right to use the Cofense Intelligence Subscription and any Cofense IP (including phishing intelligence data and any reports, threat indicators, threat alerts, materials or information) provided by Cofense through Cofense Intelligence, solely for Customer’s internal business purposes of identification and mitigation of phishing attacks and as otherwise set forth herein, and may not be used for any other purpose. Customer and its Authorized Users may not share Cofense Intelligence or any Cofense IP with any third party, except as expressly authorized in advance by Cofense in writing. Cofense Intelligence may be delivered in the following formats: applicable machine-readable threat intelligence, human readable intelligence reports, and/or the Cofense Intelligence Portal. Cofense owns all Intellectual Property rights in and to the formats in which Cofense Intelligence is delivered to customer, including any API or code provided by Cofense to Customer. Customer is responsible for its Authorized Users’ compliance with the Agreement and this Exhibit.
2. Notwithstanding anything in the Agreement to the contrary, Customer may use any “Third-Party Products” (as such term is defined herein) in combination with Cofense Intelligence, provided, however that Cofense does not make any representations and warranties or covenants of any nature or kind with respect to any Third Party Products, nor will Cofense have any liability for any damages that Customer may directly or indirectly incur or suffer as result of or arising from Customer’s use of any Third Party Product in combination with Cofense Intelligence. Customer further agrees and acknowledges that it may be subject to a third party’s respective terms and conditions with respect to the use of any Third-Party Products. Nothing herein shall bind the Customer to any Third Party Product terms unless the terms are provided for review and agreed to in writing by all parties. For purposes of this Exhibit, the term, “Third-Party Products” means any third-party products authorized by Cofense and selected by Customer, for use in combination with Cofense Intelligence.
3. For any Customer phishing message or communication that Customer or its Authorized User submits to Cofense, Customer hereby grants Cofense a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, publish, distribute, sell, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, display, perform, and use and practice such phishing message or communication as well as all modified and derivative works thereof; provided that such phishing message or communication is deidentified (stripped of any information used to identify Customer, including personal data).
4. Cofense will, as part of the Subscription, and at no additional cost to Customer, provide Customer with the following:
	1. Cofense Intelligence (Enterprise) support (questions concerning basic feature inquiries, troubleshooting, and configuration support) is available 9:00 AM ET to 6:00 PM ET (Monday-Friday).
	2. TOC support hours are subject to holiday hours and closures. TOC support hours may be reasonably updated at any time by Cofense, with thirty (30) days’ advanced notice to Customer through the Cofense Community Portal. Customer may refer to the most up to date hours as set forth in the Cofense Community portal.
	3. Normal priority requests received outside of support hours are placed in a support queue for processing by TOC Engineers during standard support hours. Urgent issues outside of business hours will be received and escalated by a US based answering service.
	4. Special support assistance outside of core hours may be arranged and scheduled by the Parties at a mutually agreed upon date and time. TOC support hours are subject to holiday hours and closures. TOC support hours may be reasonably updated at any time by Cofense, with thirty (30) days’ advanced notice to Customer through the Cofense Community Portal. Customer may refer to the most up to date hours as set forth in the Cofense Community portal.
	5. The TOC Intelligence Team may be reached via service portal, live chat, and telephone as listed in the Cofense Community portal.

**COFENSE LMS SUBSCRIPTION**

**EXHIBIT**

In addition to the terms of the Agreement, the following terms apply to Cofense LMSTM.

1. For the duration of the applicable Subscription Term set forth in the applicable Order and in accordance with the terms of the Agreement, Cofense grants to Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicenseable right to use the Cofense LMS Subscription and any Cofense IP provided by Cofense through Cofense LMS, solely for Customer’s internal business purposes of identification and mitigation of phishing attacks and as otherwise set forth herein, and may not be used for any other purpose. Customer and its Authorized Users may not share Cofense LMS or any Cofense IP provided by Cofense through Cofense LMS, with any third party, except as expressly authorized in advance by Cofense in writing. Customer is responsible for its Authorized Users’ compliance with the Agreement and this Exhibit.
2. Customer is responsible for all Customer materials or content input into, facilitated through, or otherwise used within Cofense LMS and Cofense will not be liable for such Customer materials.
3. Cofense LMS includes access to Cofense’s standard computer-based training modules for cybersecurity awareness (“CBTs”) as set forth in the Order. If agreed upon by Cofense, Customer may order additional features or content for the CBTs at the pricing stated in the Order (“CBT Enhancements”).
4. Cofense will, as part of the Subscription, and at no additional cost to Customer, provide Customer with the following support by the Technical Operations Center (TOC) LMS team:
5. TOC LMS support (questions concerning feature inquiries, troubleshooting, and configuration support) from 9:00 AM ET through 6:00 PM ET (Monday-Friday).
6. TOC LMS support hours are subject to holiday hours and closures. TOC support hours may be reasonably updated at any time by Cofense, with thirty (30) days’ advanced notice to Customer through the Cofense Community Portal. Customer may refer to the most up to date hours as set forth in the Cofense Community portal.
7. Normal priority requests received outside of support hours are placed in a support queue for processing by LMS Support Engineers during standard support hours.
8. Special support assistance outside of core hours may be arranged by customer request and scheduled at a mutually agreed upon date and time.
9. The TOC LMS support team may be reached via service portal, live chat, and telephone as listed in the Cofense Community portal.

**Cofense REPORTER FOR MOBILE (HOSTING) SUBSCRIPTION**

**Exhibit**

In addition to the terms of the Agreement, the following terms apply to Cofense ReporterTM for Mobile (Hosting).

1. For the duration of the applicable Subscription Term set forth in the applicable Order and in accordance with the terms of this Agreement, Cofense grants to Customer a non-exclusive, non-transferable, non-assignable right to access the applicable version of Cofense Reporter for Mobile (Hosting), including the applicable Documentation, for Customer’s internal use only. Customer acknowledges that Cofense has no delivery obligation and will not ship copies of software as part of Cofense Reporter for Mobile (Hosting). Customer is responsible for its Authorized Users’ compliance with the Agreement and this Exhibit. Authorized User-initiated Cofense Reporter reports must be sent to a mailbox owned by Customer or authorized mailbox.
2. Notwithstanding anything in the Agreement to the contrary, Customer may use any “Third-Party Products” (as such term is defined herein) in combination with Cofense Reporter, provided, however that Cofense does not make any representations and warranties or covenants of any nature or kind with respect to any Third Party Products, nor will Cofense have any liability for any damages that Customer may directly or indirectly incur or suffer as result of or arising from Customer’s use of any Third Party Product in combination with Cofense Reporter. Customer further acknowledges and agrees that it may be subject to a third party’s respective terms and conditions with respect to the use of any Third-Party Products. Nothing herein shall bind the Customer to any Third Party Product terms unless the terms are provided for review and agreed to in writing by all parties. For purposes of this Exhibit, the term, “Third-Party Products” means any third-party products authorized by Cofense and selected by Customer, for use in combination with Cofense Reporter.
3. Subscription Availability and Uptime.
	1. Cofense will use commercially reasonable efforts to provide Customer administrators with online availability to Cofense Reporter for Mobile (Hosting) 99.8% of the time in any calendar month (“Uptime”), excluding downtime caused by Scheduled Maintenance, force majeure events, or acts or omissions of Customer not in accordance with the Agreement and Documentation.
	2. Scheduled Maintenance. Scheduled maintenance is used for major upgrades to Cofense applications, servers, or networks. Scheduled maintenance notice will be provided in advance.
4. Cofense will, as part of the Subscription, and at no additional cost to Customer, provide Customer with the following support by the Technical Operations Center (TOC):
	1. Cofense Reporter for Mobile (Hosting) support (questions concerning basic feature inquiries, troubleshooting, installation and configuration support) is available 9:00 AM ET to 6:00 PM US ET (Monday-Friday).
	2. Normal priority requests received outside of support hours are placed in a support queue for processing by TOC Engineers during standard support hours. Urgent issues outside of business hours will be received and escalated by a US based answering service and processed according to the standard TOC Reporter escalation process.
	3. Special support assistance outside of core hours may be arranged and scheduled by the Parties at a mutually agreed upon date and time. TOC support hours are subject to holiday hours and closures. TOC support hours may be reasonably updated at any time by Cofense, with thirty (30) days’ advanced notice to Customer through the Cofense Community Portal. Customer may refer to the most up to date hours as set forth in the Cofense Community portal.
	4. Customer requestor must have sufficient knowledge about the technical details associated with their service request, knowledge of the configuration of their environment and internal points of contacts or vendors of Third-Party Products in attendance on all technical troubleshooting calls, if integration configuration guidance is needed.
	5. The TOC may be reached via service portal, live chat, and telephone as listed in the Cofense Community portal.

**Cofense Reporter SOFTWARE**

**Exhibit**

In addition to the terms of the Agreement, the following terms apply to Cofense ReporterTM.

1. For the duration of the applicable Software License Term set forth in the applicable Order and in accordance with the terms of this Agreement, Cofense grants to Customer a limited, non-exclusive, non-sublicensable, non-transferrable, non-assignable software license to use Cofense Reporter, including the applicable Documentation, for Customer’s internal use only (“Software License”). Customer is responsible for its Authorized Users’ compliance with the Agreement and this Exhibit.
2. The use of Cofense Reporter by Customer will be at no cost as long as Customer is under a current Cofense PhishMe Subscription Term or Cofense Triage Software License Term; provided, however, if at any time Customer is using Cofense Reporter and is not under a then-current Cofense PhishMe Subscription Term or Cofense Triage Software License Term, Customer will be charged an annual maintenance fee equal to sixty percent (60%) of the then current Cofense PhishMe or Cofense Triage list price, unless otherwise mutually agreed by the Parties in writing.
3. Notwithstanding anything in the Agreement to the contrary, Customer may use any “Third-Party Products” (as such term is defined herein) in combination with Cofense Reporter, provided, however that Cofense does not make any representations and warranties or covenants of any nature or kind with respect to any Third Party Products, nor will Cofense have any liability for any damages that Customer may directly or indirectly incur or suffer as result of or arising from Customer’s use of any Third Party Product in combination with Cofense Reporter. Customer further acknowledges and agrees that it may be subject to a third party’s respective terms and conditions with respect to the use of any Third-Party Products. Nothing herein shall bind the Customer to any Third Party Product terms unless the terms are provided for review and agreed to in writing by all parties. For purposes of this Exhibit, the term, “Third-Party Products” means any third-party products authorized by Cofense and selected by Customer, for use in combination with Cofense Reporter.
4. As part of the license to Cofense Reporter (depending on the email client), Customer may configure the Cofense Reporter icon logo and user facing language. Customer acknowledges and agrees that it will not: a) use any image or language that is abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious; b) use any image or language that infringes upon the patents, copyrights, trademarks, trade secrets or other intellectual property rights of others; and c) use Cofense Reporter for any illegal purpose, or in violation of any laws.
5. Software Support Services. If Customer is under a current Support Term, Cofense will provide the Software Support Services set forth in the Software Support Services Exhibit, as may be updated by Cofense in its discretion.

**COFENSE TRIAGE SOFTWARE**

**EXHIBIT**

In addition to the terms of the Agreement, the following terms apply to Cofense TriageTM.

1. For the duration of the applicable Software License Term set forth in the applicable Order and in accordance with the terms of the Agreement, Cofense grants to Customer a limited, non-exclusive, non-sublicensable, non-transferrable, non-assignable software license to use Cofense Triage (Software version set forth in the Order), including the applicable Documentation, for Customer’s internal use only (“Software License”). Software License validations will be performed from time to time during the Software License Term across an encrypted communication channel over HTTPS. Customer is responsible for its Authorized Users’ compliance with the Agreement and this Exhibit.
2. Cofense Triage may only be (i) installed as a virtual machine on one server in Customer’s environment or (ii) hosted in Cofense’s secure cloud infrastructure.
3. Cofense grants Customer the right to use Cofense proprietary tags which characterize and organize specific phishing content (“Cofense Rule(s)”) in connection with Cofense Triage, subject to the terms herein. For clarification, Cofense Rules will not contain any Customer Confidential Information or be attributable to Customer. Customer may use Cofense Rules within its own organization, on systems or networks owned or controlled by Customer, but not with any other unaffiliated third party; provided that Customer will not remove any proprietary markings within the Cofense Rules.
4. Customer may create its own rules to import into Cofense Triage, and Cofense will not share such rules with any other customer of Cofense. Notwithstanding anything in the foregoing to the contrary, for any Customer created-rule that Customer chooses to share with other Cofense Triage customers via Cofense Triage Community Exchange (“Community Exchange Rules”), Customer hereby grants Cofense a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, publish, distribute, sell, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, display, perform, and use and practice such Community Exchange Rule as well as all modified and derivative works thereof.
5. Customer acknowledges and agrees that Cofense will not be liable for any damages of any nature or kind, directly or indirectly, resulting from (i) Customer or any of its personnel (including its Authorized Users) downloading and using any Cofense Rule or any other type of data from Cofense Triage; and (ii) the integration of Cofense Triage into Customer’s existing or future security system or network.
6. Notwithstanding anything in the Agreement to the contrary, Customer may use any “Third-Party Products” (as such term is defined herein) in combination with Cofense Triage, provided, however that Cofense does not make any representations and warranties or covenants of any nature or kind with respect to any Third Party Products, nor will Cofense have any liability for any damages that Customer may directly or indirectly incur or suffer as result of or arising from Customer’s use of any Third Party Product in combination with Cofense Triage. Customer further agrees and acknowledges that it may be subject to a third party’s respective terms and conditions with respect to the use of any Third-Party Products. Nothing herein shall bind the Customer to any Third Party Product terms unless the terms are provided for review and agreed to in writing by all parties. For purposes of this Exhibit, the term, “Third-Party Products” means any third-party products authorized by Cofense and selected by Customer, for use in combination with Cofense Triage.
7. Software Support Services. If Customer is under a current Support Term, Cofense will provide the Software Support Services set forth in the Software Support Services Exhibit, as may be updated by Cofense in its discretion. Any Updates (as defined in the Software Support Services Exhibit) provided under Support Services and relating to Cofense Triage will be made available to Customer via an encrypted communication channel over HTTPS. Customer will be responsible for installing such Updates.
8. Kickstart Services (if ordered). For purposes of this Exhibit, term “Services” will include the Kickstart Services, and the term “Kickstart Services” will mean the Services described in this Section below. If Customer orders Kickstart Services for Cofense Triage, the following will apply:
	1. Cofense will (i) conduct a kickoff call prior to installation of Cofense Triage, (ii) advise the Customer on the recommended Cofense Reporter configuration for Cofense Triage and the Customer’s email clients, and (iii) assist with the scheduling of Cofense and Customer technical resources to complete the Kickstart Services.
	2. Cofense will provide the following guidance in order to set up email ingestion: (i) abuse box account information settings, (ii) Cofense Triage third party integration setups, as necessary, (iii) outbound SMTP setup, (iv) identity provider setup, and (v) SSL certificate installation.
	3. One week after the initiation of email ingestion, Cofense will provide guidance on the following: (i) performing initial rule and recipe configurations based on reported emails, (ii) set up of processed email retention history, (iii) configuration of user responses, and (iv) activating threat intelligence. Subsequently, Cofense will conduct a Customer Q&A and transition to support meeting.
	4. Customer will complete a questionnaire provided by Cofense outlining technical requirements for product installation. Customer agrees that failure to provide timely responses or input as required for performance of the Kickstart Services may impact the timing of performance by Cofense.
	5. The Kickstart Services will be performed over a mutually agreed thirty (30) day period and will not exceed fifteen (15)hours total. The Kickstart Services will be provided remotely. Fees for the Kickstart Services will be set forth in an Order.

**Cofense Vision SOFTWARE**

**Exhibit**

In addition to the terms of the Agreement, the following terms apply to Cofense VisionTM.

1. For the duration of the applicable Software License Term set forth in the applicable Order and in accordance with the terms of the Agreement, Cofense grants to Customer a limited, non-exclusive, non-sublicensable, non-transferrable, non-assignable software license to use Cofense Vision (Software version set forth in the Order), including the applicable Documentation, for Customer’s internal use only (“Software License”). Software License validations will be performed from time to time during the Software License Term across an encrypted communication channel over HTTPS. Customer is responsible for its Authorized Users’ compliance with the Agreement and this Exhibit.
2. Cofense Vision may only be installed as a virtual machine on one server in Customer’s cloud environment.
3. Customer will obtain all rights, permissions or consents from Authorized Users and other Customer personnel that are necessary to grant the rights and licenses in this Agreement and use of Cofense Vision. Customer acknowledges and agrees that Cofense Vision is an on-premises software and Customer will not transfer any personal data to Cofense for use with Cofense Vision.
4. Software Support Services. If Customer is under a current Support Term, Cofense will provide the Software Support Services set forth in the Software Support Services Exhibit, as may be updated by Cofense in its discretion.
5. Kickstart Services (if ordered). For purposes of this Exhibit, term “Services” will include the Kickstart Services, and the term “Kickstart Services” will mean the Services described in this Section below. If Customer orders Kickstart Services for Cofense Vision, the following will apply:
6. Cofense will (i) conduct a kickoff call prior to installation of Cofense Vision, (ii) advise the Customer on the recommended email ingestion configuration for Cofense Vision and the Customer’s email environment, and (iii) assist with the scheduling of Cofense and Customer technical resources to complete the Kickstart Services.
7. Cofense will provide the following guidance: (i) appliance and database deployment, (ii) initial Cofense Vision account setups, (iii) exchange service account and mailbox setups, (iv) exchange journaling setup, (v) Cofense Vision DNS or Smart Host configurations, and (vi) if applicable, Cofense Triage integration with Cofense Vision.
8. Customer will complete a questionnaire provided by Cofense outlining technical requirements for product installation. Customer agrees that failure to provide timely responses or input as required for performance of the Kickstart Services may impact the timing of performance by Cofense.
9. The Kickstart Services will be performed over a mutually agreed thirty (30) day period and will not exceed fifteen (15)hours total. The Kickstart Services will be provided remotely. Fees for the Kickstart Services will be set forth in an Order.

**Software Support SERVICES**

**Exhibit**

In addition to the terms of the Agreement, the following terms will govern the Software Support Services with respect to Customer’s license of the applicable Cofense Software.

During the Support Term, Cofense will provide Customer notification of bug fixes, maintenance patches and new releases which may contain minor enhancements to the features or functions of the Software (“Updates”).  Unless otherwise set forth elsewhere in the Agreement, Customer may obtain Updates from Cofense’s server via the Internet. Cofense reserves the right to impose additional charges for releases of Software (i) that provide major enhancements to the features or functions of the Software, as determined by Cofense at its sole discretion; or, (ii) that provide additional features or perform additional functions not provided or performed by the Software. Support for Software is subject to Cofense’s End of Life Policy as set forth in the Cofense Community portal.

**Technical Operations Center (TOC) for Cofense Reporter, Cofense Vision and Cofense Triage Enterprise Support:**

1. Cofense Support (questions concerning basic feature inquiries, troubleshooting, installation and configuration support) is available 9:00 AM ET to 6:00 PM ET (Monday-Friday) US ET.
2. Normal priority requests received outside of support hours are placed in a support queue for processing by TOC Engineers during standard support hours. Urgent issues outside of business hours will be received and escalated by a US based answering service.
3. Special support assistance outside of core hours may be arranged and scheduled by the Parties at a mutually agreed upon date and time. TOC support hours are subject to holiday hours and closures. TOC support hours may be reasonably updated at any time by Cofense, with thirty (30) days’ advanced notice to Customer through the Cofense Community Portal. Customer may refer to the most up to date hours as set forth in the Cofense Community portal.
4. The TOC Reporter, Vision and Triage Support teams may be reached via service portal, live chat, and telephone as listed in the Cofense Community portal.

**COFENSE PHISHME™ (ENTERPRISE)**

**PROFESSIONAL SERVICES CONSULTING**

**STATEMENT OF WORK**

This Statement of Work (this “SOW”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_ (“SOW Effective Date”), by and between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Customer”) and Cofense Inc. (“Cofense”). This SOW is hereby incorporated into and made part of the MASTER SOFTWARE AND SERVICES AGREEMENT (“Agreement”) by and between Customer and MAS Contractor. Capitalized terms used but not defined in this SOW will have the meanings set forth in the Agreement. Cofense and Customer may be referred to individually as a “Party,” or collectively as the “Parties.” The Parties agree as follows:

1. **Services Description.** Cofense will provide the professional consulting services set forth below (the “Services”) in connection with Customer’s current subscription of Cofense PhishMe™.
	1. Services Overview. Cofense will provide guidance for simulated phishing scenario campaigns (“Scenario(s)”) Customer sends through Cofense PhishMe, including analysis, recommendations, and strategy development as set forth herein.
	2. Initial Planning and Implementation. Cofense will:
		1. Assign a Cofense consultant as Customer’s point of contact for the performance of Services under this SOW.
		2. Conduct an initial consultation conference call with Customer, which includes discussion to develop an understanding of Customer’s security environment, and Customer’s current security efforts, as well as assignment of decision making roles and required processes for Customer under this SOW.
		3. Conduct an additional conference call with Customer to discuss key phishing concepts, the Services program phases, key technical and education requirements, establishment of desired outcomes, and an understanding of the measures of success for Customer’s Cofense PhishMe program.
		4. Conduct Customer Cofense PhishMe training remotely, which includes an overview of key functions and processes in Cofense PhishMe for Customer administrators, if any, such as setup of Scenario(s), loading of Authorized User recipient lists, development of Scenario education, and scheduling of Scenarios. Such training will be conducted in a single session and may be attended by all Cofense PhishMe Customer administrators. Additional training sessions may be conducted upon mutual agreement by the Parties.
		5. Provide specific whitelisting information to Customer.
		6. Provide guidance for Customer configuration of networks, messaging, and security systems for the proper setup and operation of Cofense PhishMe, including to allow emails to be delivered to Customer Authorized Users and for collection of program metrics as users engage with Scenarios.
		7. Conduct a reasonable number of test Scenarios to confirm Cofense PhishMe setup is complete and functioning appropriately.
		8. Provide an appropriate phishing program announcement for use by Customer to introduce Customer personnel to the Cofense PhishMe program.
	3. Scheduled Meetings. The Cofense consultant assigned as Customer’s point of contact will be available for up to one (1) hour per week to meet remotely with Customer to advise Customer regarding its Cofense PhishMe program. Customer will request such meetings no less than two (2) business days in advance.
2. **Term.** This SOW will commence on the SOW Effective Date and will continue until the earlier of (i) one (1) year from the SOW Effective Date or (ii) the expiration or termination of Customer’s subscription to Cofense PhishMe. .
3. **Fees, Expenses and Invoicing.**
4. Fees and Expenses. In consideration of the Services, Customer will pay Cofense the fixed fee in the Order in accordance with the GSA Schedule Pricelist (the “Fees”). Customer will reimburse Cofense for any pre-approved expenses (“Expenses”) directly incurred by Cofense in performance of the Services in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable.
5. Invoicing. Cofense will invoice Customer for the Fees on or about the SOW Effective Date. Expenses will be invoiced monthly in arrears. Customer will pay such invoices in accordance with the Agreement.
6. **Additional Terms.**
7. Customer agrees that failure to provide timely responses or input as required for performance of the Services may impact the timing of performance by Cofense.
8. Customer and Cofense will jointly develop a project plan as needed to facilitate scheduling of any meetings, reviews, and/or coordination of resources.

**COFENSE PHISHME™ (ENTERPRISE)**

**PROFESSIONAL SERVICES PREMIUM**

**STATEMENT OF WORK**

This Statement of Work (this “SOW”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_ (“SOW Effective Date”), by and between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Customer”) and Cofense Inc. (“Cofense”). This SOW is hereby incorporated into and made part of the MASTER SOFTWARE AND SERVICES AGREEMENT (“Agreement”) by and between Customer and MAS Contractor. Capitalized terms used but not defined in this SOW will have the meanings set forth in the Agreement. Cofense and Customer may be referred to individually as a “Party,” or collectively as the “Parties.” The Parties agree as follows:

1. **Services Description.** Cofense will provide the professional consulting services set forth below (the “Services”) in connection with Customer’s current subscription of Cofense PhishMe™.
	1. Services Overview. Cofense shall build and execute simulated phishing scenario campaigns (“Scenario(s)”) through Cofense PhishMe as directed by Customer. Cofense shall further conduct analysis of the results of such Scenarios, facilitate Customer meetings, and provide reports to Customer related to the Services.
	2. Initial Planning and Implementation. Cofense will:
		1. Assign a Cofense consultant as Customer’s point of contact for the performance of Services under this SOW.
		2. Conduct an initial consultation conference call with Customer, which includes discussion to develop an understanding of Customer’s security environment, and Customer’s current security efforts, as well as assignment of decision making roles and required processes for Customer under this SOW.
		3. Conduct an additional conference call with Customer to discuss key phishing concepts, the Services program phases, key technical and education requirements, establishment of desired outcomes, and an understanding of the measures of success for Customer’s Cofense PhishMe program.
		4. Conduct Customer Cofense PhishMe training remotely, which includes an overview of key functions and processes in Cofense PhishMe for Customer administrators, if any, such as setup of Scenario(s), loading of Authorized User recipient lists, development of Scenario education, and scheduling of Scenarios. Such training will be conducted in a single session and may be attended by all Cofense PhishMe Customer administrators. Additional training sessions may be conducted upon mutual agreement by the Parties.
		5. Provide specific whitelisting information to Customer.
		6. Provide guidance for Customer configuration of networks, messaging, and security systems for the proper setup and operation of Cofense PhishMe, including to allow emails to be delivered to Customer’s Authorized Users and for collection of program metrics as users engage with Scenarios.
		7. Conduct a reasonable number of test Scenarios to confirm Cofense PhishMe setup is complete and functioning appropriately.
		8. Provide an appropriate phishing program announcement for use by Customer to introduce Customer personnel to the Cofense PhishMe program.
	3. Standard Program Services. Cofense consultant shall perform the following:
		1. Create and execute up to twelve (12) Scenarios annually in accordance with a mutually agreed schedule between Cofense and Customer.
		2. Conduct quarterly and annual Cofense PhishMe program reviews with Customer, and such other meetings as mutually agreed upon by the Parties.
		3. Use commercially reasonable endeavors to create, send, and report on each Scenario within fourteen (14) business days of Customer’s request to conduct a Scenario. However, this delivery time frame may be increased or decreased depending on the complexity of the Scenario.
		4. If requested by Customer and agreed upon by Cofense, Cofense shall translate Scenario content and education available in Cofense PhishMe into additional languages.
2. **Deliverables.** Cofense will provide the following Deliverables.
	1. A report following each Scenario including the following Scenario information:
		1. Executive Summary
		2. Response Analysis
		3. Overall Susceptibility Rate
		4. Overall Reporting Rate, if applicable
		5. Overall Repeat Offense Rate, starting after two (2) production Scenarios
		6. Standard Analytics Reporting
		7. Observations and Recommendations
	2. Program review reports
	3. Provide a detailed data .csv file for Customer download following each Scenario containing Scenario result details
3. **Cofense PhishMe Professional Services – Premium, Multi-Entity (if applicable).**
4. If Customer has ordered Professional Services Premium Multi-Entity (Coordinated), the following will apply: Cofense will provide the services and Deliverables to Customer Affiliates which follow Customer’s overall program and scenario execution plan, and one Customer administrator would serve as the point of contact for the Cofense consultant serving as the point of contact to Customer.
5. If Customer has ordered Professional Services Premium Multi-Entity (Independent), the following will apply: Cofense will provide the services and Deliverables to Customer’s Affiliates, however each Affiliate may determine its own Scenario content and execution plan independently from Customer. Each Affiliate would have its own, separate Cofense PhishMe account and neither Customer nor Affiliate data would be shared among Affiliates.
6. For the purpose of this Section, an “Affiliate” of a Party will mean any entity that controls, is controlled by, or is under common control with such Party. For the purpose of the foregoing “control” will mean more than fifty percent (50%) ownership of assets or equity.
7. **Term.** This SOW will commence on the SOW Effective Date and will continue until the earlier of (i) one (1) year from the SOW Effective Date or (ii) the expiration or termination of Customer’s subscription to Cofense PhishMe.
8. **Fees, Expenses and Invoicing.**
9. Fees and Expenses. In consideration of the Services, Customer will pay Cofense the fixed fee in the Order in accordance with the GSA Schedule Pricelist(the “Fees”). Customer will reimburse Cofense for any pre-approved expenses (“Expenses”) directly incurred by Cofense in performance of the Services in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable.
10. Invoicing. Cofense will invoice Customer for the Fees on or about the SOW Effective Date. Expenses will be invoiced monthly in arrears. Customer will pay such invoices in accordance with the Agreement.
11. **Additional Terms.**
12. Customer agrees that failure to provide timely responses or input as required for performance of the Services may impact the timing of performance by Cofense.
13. Customer and Cofense shall jointly develop a project plan as needed to facilitate scheduling of any meetings, reviews, and/or coordination of resources.

**Cofense phishing defense center STATEMENT OF WORK**

This Cofense Phishing Defense Center® (“PDC”) Statement of Work (this “SOW”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“SOW Effective Date”), by and between [Account Name] (“Customer”) and Cofense Inc. (“Cofense”). This SOW is hereby incorporated into and made part of the MASTER SOFTWARE AND SERVICES AGREEMENT (“Agreement”) by and between Customer and MAS Contractor. Capitalized terms used but not defined in this SOW will have the meanings set forth in the Agreement. Cofense and Customer may be referred to individually as a “Party,” or collectively as the “Parties.” The Parties agree as follows:

1. **Term.** This SOW will commence on the SOW Effective Date and will continue until the earlier of (i) one (1) year from the SOW Effective Date or (ii) the expiration or termination of Customer’s license to Cofense Triage™.
2. **Cofense PDC for Cofense Triage Services and Deliverables.** Cofense will provide the following services (“Services”) in connection with Customer’s current software license of Cofense Triage.
3. Deployment and Configuration Assistance. Cofense will:
	* 1. schedule calls to ensure onboarding is completed in a timely manner in relation to Customer’s Cofense Triage instance.
		2. work with Customer to ensure the Cofense Triage technical requirements are in place for optimal message analysis.
		3. work with Customer to define user responses for messages submitted to Cofense Triage for analysis.
		4. work with Customer to establish escalation procedures.

The above Services may take up to five (5) weeks to complete, however the completion time may vary depending on Customer’s readiness.

1. Daily Analysis, Processing, and Response.
	* 1. Cofense will analyze messages reported by Customer using Cofense Triage.
		2. Cofense will process and notify Customer of identified threats found in the reported emails via a ticketing system. Such notifications will be classified as follows:
	* Malicious – this classification will be used when there is evidence of a threat that may be malicious in nature.
	* Non-Malicious – this classification will be used when there is no evidence of a threat that may be malicious in nature.
	* Suspicious – this classification will be used when no evidence of a threat that may be malicious in nature is found in the email, but the analyst establishes a malicious intent that may lead to future attacks.
	* Spam – This classification will be used when an email is determined to be spam.
	* Phishing Simulation - This classification will be used when the email is part of a phishing training exercise.
		1. Cofense will, upon obtaining advanced notice from Customer, process internal, legitimate emails and provide automatic responses to users. Examples of such emails include planned mass mailings or internal system generated emails which users may report as phishing attempts.
		2. At Customer’s request, Cofense will establish a monthly or quarterly service review meeting, as agreed between Customer and Cofense.
2. Email Analysis and Processing Service Levels.
	* 1. Cofense analysts will check and process Customer’s Cofense Triage inbox of reported suspicious emails at least once per hour during the Daily Services Period set forth in Section 4.
		2. Cofense analysts will conduct necessary analysis and processing of any malicious emails discovered and provide analysis details via a ticket to Customer approximately one (1) hour from discovery of a malicious email. Notwithstanding anything in the foregoing to the contrary, analysis may exceed one (1) hour depending on the complexity of threat and volume of reports.
		3. Cofense will escalate malicious emails to Customer promptly after establishing the presence of a threat.
3. Deliverables. Cofense will provide the following Deliverables:
	* 1. Daily escalation tickets of any identified threats.
		2. Report on monthly phishing trends of Customer reported emails.
4. **Cofense PDC for Cofense Vision Services.** If Customer is also under a current license for Cofense Vision, subsection (A) below will be included in the Services in connection with Customer’s license, and will be performed during the applicable Daily Services Periods set forth in Section 4:
5. Search and Quarantine
	* 1. Cofense will, using Customer’s Cofense Vision license, initiate a Vision search and quarantine actions for each Cofense-initiated escalation conducted within Cofense Triage.
		2. Cofense will perform searches and, as directed by Customer, quarantine emails reported according to the established escalation procedures.
		3. Cofense will not initiate quarantines on non-malicious emails.
		4. Cofense and Customer will mutually agree upon rules for quarantine upon the Effective Date of this SOW and Cofense will initiate quarantines within these set rules.
6. Configuration Requirements.
	* 1. Customer will be responsible for deploying, configuring, maintaining, upgrading, and troubleshooting Cofense Vision in Customer’s environment and allowing connectivity from the Cofense cloud.
		2. Customer will not be more than one (1) release behind the current production release of Cofense Vision.
7. **Daily Services Periods.** The “Daily Services Periods” will mean one of the following daily time periods, excluding Cofense company observed holidays:

North America Customers: Monday – Friday, 8:00 AM – 8:00 PM ET

EMEA Customers: Monday – Friday, 7:00 AM – 7:00 PM GMT

APAC Customers: Monday – Friday, 8:00 AM – 8:00 PM AET

Any Customer located outside of the regions above will be served according to one of the above options as determined by Cofense and notified to Customer prior to the start of the Services.

24/7 Customers: Sunday – Saturday, 12:00 AM – 11:59 PM GMT

1. **Fees and Invoicing.** If any feesare payable for the Service(s), these shall be set forth in the applicable Order.
2. **Additional Terms.**
3. Customer acknowledges and agrees that for Cofense to provide the Services and/or Deliverables above, Cofense uses a subcontractor, Network Intelligence (I) Ptv. Ltd. located in India, and that Customer Data may be processed in India. Cofense shall remain liable for the actions and services provided by such subcontractor at all time and will comply with any Federal laws regarding the storage and processing of Government data.
4. Customer acknowledges and agrees that lack of timely responses to Cofense’s requests may adversely affect the schedule of any Services performed hereunder.
5. Customer will provide and maintain proper access between Cofense’s hosted Cofense Triage environment and Customer-deployed Cofense Vision.
6. Any changes to Services will require a fully executed amendment to this SOW signed by and between authorized representatives of both Parties.
7. Customer will be responsible for configuration and troubleshooting any integration with third party technologies.

**IN WITNESS WHEREOF**, this SOW has been duly executed by or on behalf of each Party as of the SOW Effective Date.

**COFENSE INC. CUSTOMER**

Signature: Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_