



End User License Agreement

1. AGREEMENT TO TERMS

These Terms of Service constitute a legally binding agreement made between the Ordering Activity under GSA Schedule contracts identified in the Order (“you”) and Manifest Cyber, Inc., doing business as Manifest (“Manifest”, “we”, “us”, or “our”), concerning your access to and use of the <https://www.manifestcyber.com> website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). We are registered in Delaware, United States and have our registered office at 251 Little Falls Drive, New Castle, DE 19808. You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms of Service. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF SERVICE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We reserve the right, in our sole discretion, to make non-material changes or modifications to these Terms of Service from time to time. We will alert you about any changes by updating the “Last updated” date of these Terms of Service, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the non-material changes in any revised Terms of Service by your continued use of the Site after the date such non-materially revised Terms of Service are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Service, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.



Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

3. USER REPRESENTATIONS

By executing a written order and using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Service; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

4. USER REGISTRATION

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. FEES AND PAYMENT

We accept the following forms of payment:

You may be required to purchase or pay a fee to access some of our services. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing account for purchases made via the Site. We shall state separately on invoices taxes excluded from the fees, and the You agree 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 552.212-4(k). All payments shall be in U.S. dollars.

You agree to pay all charges or fees at the prices then in effect for your purchases in accordance with the GSA Schedule Pricelist.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Site.

6. CANCELLATION

You can cancel your subscription at any time by contacting us using the contact information provided below. Your cancellation will take effect at the end of the current paid term.

If you are unsatisfied with our services, please email us at info@manifestcyber.com.

7. SOFTWARE

We may include software for use in connection with our services. If such software is accompanied by an end user license agreement (“EULA”), the terms of the EULA will govern your use of the software. If such software is not accompanied by a EULA, then we grant to you a non-exclusive, revocable, personal, and non-transferable license to use such software solely in connection with our services and in accordance with these Terms of Service. Any Software and any related documentation is provided “as is” without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You accept any and all risk arising out of use or performance of any Software. You may not reproduce or redistribute any software except in accordance with the EULA or these Terms of Service.

8. PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- Use any information obtained from the Site in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Site in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Site.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party’s uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- Copy or adapt the Site’s software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Site.
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.

- Use the Site to advertise or offer to sell goods and services.
- Sell or otherwise transfer your profile.

9. USER GENERATED CONTRIBUTIONS

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Service.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Service.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Service, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the Site.

10. [RESERVED]

[Reserved]

11. [RESERVED]

[Reserved]

12. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions. Manifest acknowledges that the ability to use this Agreement and any Submissions provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

13. THIRD-PARTY WEBSITES AND CONTENT

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information,

applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Service no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

14. U.S. GOVERNMENT RIGHTS

Our services are "commercial items" as defined in Federal Acquisition Regulation ("FAR") 2.101. If our services are acquired by or on behalf of any agency not within the Department of Defense ("DOD"), our services are subject to the terms of these Terms of Service in accordance with FAR 12.212 (for computer software) and FAR 12.211 (for technical data). If our services are acquired by or on behalf of any agency within the Department of Defense, our services are subject to the terms of these Terms of Service in accordance with Defense Federal Acquisition Regulation ("DFARS") 227.7202-3. In addition, DFARS 252.227-7015 applies to technical data acquired by the DOD. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data under these Terms of Service.

15. SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Service;

(2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Service, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

16. PRIVACY POLICY

We care about data privacy and security. Please review our attached Privacy Policy. By executing a written order and using the Site, you agree to be bound by our Privacy Policy, which is attached hereto and incorporated into these Terms of Service. Please be advised the Site is hosted in the United States.



If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

17. COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a “Notification”). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.

18. TERM AND TERMINATION

These Terms of Service shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF SERVICE, WE RESERVE THE RIGHT TO, IN ACCORDANCE WITH THE DISPUTES CLAUSE (CONTRACT DISPUTES ACT), DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF SERVICE OR OF ANY APPLICABLE LAW OR REGULATION.. WHEN THE END USER IS AN INSTRUMENTALITY OF THE U.S., RECOURSE AGAINST THE UNITED STATES FOR ANY ALLEGED BREACH OF THIS AGREEMENT MUST BE BROUGHT AS A DISPUTE UNDER THE CONTRACT DISPUTES CLAUSE (CONTRACT DISPUTES ACT). DURING ANY DISPUTE UNDER THE DISPUTES CLAUSE, MANIFEST SHALL PROCEED DILIGENTLY WITH PERFORMANCE OF THIS AGREEMENT, PENDING FINAL RESOLUTION OF ANY REQUEST FOR RELIEF, CLAIM, APPEAL, OR ACTION ARISING UNDER THE AGREEMENT, AND COMPLY WITH ANY DECISION OF THE CONTRACTING OFFICER.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

19. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site. In the event that We discontinue or materially diminish functionality of a Service that You have contracted for, You shall be entitled to a pro rata refund for any fees paid not used.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or



errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Service will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

20. GOVERNING LAW

21. These Terms of Service and your use of the Site are governed by and construed in accordance with the Federal laws of the United States.**RESERVED**

22. CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

23. DISCLAIMER

MANIFEST WARRANTS THAT THE SITE WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SITE WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) RESERVED, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION.

WHERE APPROPRIATE.

24. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE TWELVE(12) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

25. INDEMNIFICATION

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

26. USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

27. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.



28. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

29. MISCELLANEOUS

These Terms of Service and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision. These Terms of Service operate to the fullest extent permissible by law. In accordance with GSAR Clause 552.212-4(f), We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Service is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Service and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Service or use of the Site. You agree that these Terms of Service will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Service and the lack of signing by the parties hereto to execute these Terms of Service.

30. CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Manifest Cyber, Inc.
251 Little Falls Drive
New Castle, DE 19808
United States
info@manifestcyber.com

Privacy and Information Security Sanction Policy

All workforce members are expected to comply with the organization's Privacy and Information Security policies. Workforce members shall be subject to sanctions up to and including termination for failure to comply with the established policies and procedures. Violations of Privacy or Information Security policies and procedures will result in appropriate sanction to be determined depending on the severity of the violation, whether the violation was intentional or unintentional, whether the violation indicates a pattern or practice of improper access, use or disclosure of PII, and other relevant considerations.

Reason(s) for the Policy

The purposes of this policy are (1) to provide a framework of appropriate and consistent sanctions for violations of Privacy and Information Security policies and in line with related disciplinary policies and (2) to inform workforce members of Manifest's Sanction Policy, which will be enforced against workforce members in violation of the organization's Privacy and Information Security policies.

Who is Governed by This Policy

All Manifest workforce members.

Who Should Know This Policy

All Manifest workforce members.

Policy Text

Investigation

The Chief Privacy or Security Officer will investigate reported violations of Privacy and/or Information Security policies with the assistance of the workforce member's department, General Counsel, and others as deemed necessary. Investigations may include interviews of complainant, review of work schedules, auditing electronic information systems, and other related processes or documents.

If it is confirmed that a violation has occurred, the findings of the investigation, with a recommendation in accordance with this policy, including potential mitigating factors, will be reviewed with the sanctioning authority as identified above to make the final determination of appropriate sanction(s).

The Sanctions Review will include the Chief Privacy Officer, Chief Human Resources Officer, and other administrators as appropriate. General Counsel will provide legal or regulatory guidance, including potential financial and legal exposure associated with any disciplinary decision.

Sanctions as a Result of a Violation

Sanctions as a result of a violation of Manifest's Information Security or Privacy policies shall be imposed consistently across the organization. Sanctions shall be appropriate to

the severity of the infraction and may take into account aggravating and mitigating factors, including but not limited to the following:

- unintentional vs. deliberate violation
- good faith vs. harmful intent
- workforce member promptly reported the breach or violation when detected/identified and cooperated with the investigation
- number of individuals affected
- potential risk to the individuals affected and Manifest
- repeated vs. first such violation by the workforce member

Sanction Guidelines

To assist in determining the significance and impact of a violation, four (4) categories of potential violations, including examples of violations and appropriate disciplinary actions for each category, are identified below. This is not an exhaustive list. Review the relevant Privacy and Information Security policy for additional information.

1. **Category 1:** Unintentional violation caused by carelessness, lack of adequate training or human error
 - **Example Violations:** Accidental or Inadvertent Violation
 - Fax, mail or email to the wrong person
 - Leaving paper documents unsecured
 - Leaving computer workstations or IT application with PII/sensitive data open and unattended
 - Discussing confidential information in a public area or in an area where the public can overhear the conversation
 - Sending PII to the wrong address or person
 - Leaving detailed PII on an answering machine
 - Disclosing PII without verifying identity of requestor
 - **Example Actions:**
 - Mandatory remedial education course
 - Verbal or written warning

Note: A second occurrence of such a violation or a single occurrence that results in the misdirection of numerous records should be treated as a Category 2 violation
2. **Category 2:** Violations attributed to poor job performance or failure to understand/follow policies
 - **Example Violations:** Failure to Comply with Privacy and Information Security policies and procedures:
 - Releasing PII without proper authorization
 - Failure to safeguard portable devices
 - Sharing user ID and/or passwords
 - Transmitting PII using an unsecured method
 - Improper disposal
 - Failure to report a privacy or security violation

- Failure to follow other security policies
- **Example Actions:**
 - Written warning
 - Mandatory remedial education course
 - Additional sanction if appropriate
 - Note: *A second occurrence of such a violation or a single occurrence that results in the misdirection of or risk to numerous records should be treated as a Category 3 violation*
- 3. **Category 3:** Intentional violation due to curiosity or failure to understand access/authorization
 - **Example Violations:** Deliberate or purposeful violation without harmful intent:
 - Unauthorized access of Manifest records without a business need, without harmful intent
 - Accessing/sharing PII of a co-worker
 - Posting PII to a social media account without written authorization
 - Discussing confidential information with an unauthorized person including on messaging platforms (e.g., WhatsApp)
 - Disclosing PII to the media
 - **Example Actions:**
 - Final written warning
 - Mandatory remedial education course
 - Suspension
 - Termination, depending on the circumstances
- 4. **Category 4:** Intentional violations causing individual or organizational harm
 - **Example Violations:** Willful unauthorized disclosure of and/or access to PII with malicious or harmful intent:
 - Unauthorized access or disclosure of PII for identity theft, fraud, or other intent to use or sell for personal or financial gain
 - Unauthorized access of PII to use in a dispute, revenge, legal proceeding or to otherwise extort, embarrass or humiliate
 - **Example Actions:**
 - Termination

In addition, these guidelines apply to all categories of sanctions:

- The mandatory remedial education course must be completed within 14 days of the issuance of sanction.
- A subsequent violation after receiving a final written warning should result in termination.
- No penalty involving dismissal or other serious sanctions may become effective except in accordance with the provisions of Manifest's human resources policies
- The sanctions imposed may be one or more from the relevant category.

- In addition to any sanctions imposed, the workforce member may be reported to law enforcement may be warranted and appropriate depending on the nature of the violation.

Documentation of Sanctions

Documentation of sanctions will be maintained by the Chief Privacy Officer and reported to the Response Team as required. Documentation of sanctions will be maintained for a minimum of six years.

Notifications of Sanctions

Manifest will notify the ISSO or similar role at a minimum within 24hrs of initiating the formal sanctions process, identifying the individual sanctioned and the reason for sanction.

Workforce members are prohibited from retaliating

Workforce members are prohibited from retaliating against a workforce member who acts in good faith to report a practice they believe is unlawful. In addition, no sanction may be applied against a workforce member on the basis that he/she:

- Believes in good faith that Manifest has engaged in conduct that is unlawful or otherwise violates professional standards, and the disclosure of PII is to:
 - An Oversight Agency or authority authorized by law to investigate or otherwise oversee the relevant conduct or conditions of Manifest;
 - An appropriate accreditation organization for the purpose of reporting the allegation of failure to meet professional standards or misconduct by Manifest; or
 - An attorney retained by or on behalf of the workforce member for the purpose of determining the legal options of the employee with regard to potential privacy violations or other misconduct.

Individuals who are suspected of retaliating against a workforce member will be subject to disciplinary action up to and including termination.

Responsibilities

The Privacy Office, Office of Information Security, Human Resources, Faculty Affairs, and General Counsel

- Educate workforce members about policy
- Investigate policy violations
- Establish sanctions in consultations with HR, OGC, Faculty Affairs, CPO and CISO
- When a student is the subject of a Privacy or Information Security investigation the designated Student Dean will be notified and participated in the investigation and, if required, determine the appropriate sanction for the student.

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