

## **Terms and Conditions**

**1. Negotiations.** The Parties agree that NaviSec is a low-cost cyber security provider. In exchange for providing lower pricing, NaviSec is shifting many of the risks associated with this Agreement and Scope of Work to Client. The Parties agree that limitations of risk, liability, and other risks mitigation terms were specifically negotiated as part of the low pricing provided by NaviSec.

### **2. Term & Termination.**

(a) Term. This Agreement shall begin on the Effective Date and shall remain in effective until the conclusion of the last Statement of Work, unless terminated sooner (as set forth below).

(b) Termination for Cause. Either Party may terminate this Agreement and the applicable Statements of Work, upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (i) Materially breaches this Agreement and the Defaulting Party does not cure such material breach within ten (10) days after receipt of written notice of such breach; (ii) is insolvent, dissolved, liquidated, or becomes subject, voluntarily or involuntarily, to any proceeding under any bankruptcy law or similar state proceeding, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) business days after filing; and/or (iii) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) NaviSec Termination. NaviSec may terminate this Agreement and the applicable Statements of Work if: (i) Client fails to pay any amount when due hereunder and such failure continues for three (3) business days after Client's receipt of written notice of nonpayment; or (ii) Client's failure to strictly adhere to the terms of a Statement of Work.

(d) Survival. Notwithstanding anything to the contrary contained herein, any provision which logically ought to survive termination shall automatically survive termination of this Agreement.

### **3. Roles & Responsibilities.**

(a) Applicable Standards. NaviSec agrees that all Services and professional interpretations performed pursuant to this Agreement shall be performed in compliance with all applicable law, regulations, and industry standards.

(b) Cooperation. Client shall designate personnel who shall promptly provide responses for NaviSec for instructions, information or approvals required by NaviSec to provide the Services. Client shall cooperate with NaviSec in its performance of the Services and provide access to Client's premises, employees and equipment as required to enable NaviSec to provide the Services.

(c) Consents. Client shall obtain any such consents and authorizations as required by contract, law,

and as may be necessary to enable NaviSec to perform the requested Services and report results of such services. Upon request by NaviSec, Client shall provide NaviSec with copies of such consents and authorizations.

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

**5. Insurance.** NaviSec represents and warrants that it maintains insurance policies reasonably necessary to cover the risks set forth herein and the Services being provided.

### **6. Warranties.**

(a) Limited Warranties. NaviSec warrants that it shall perform the Services (i) in accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement; (ii) using personnel of commercially reasonable skill, experience, and qualifications; (iii) in a timely, workmanlike and professional manner in accordance with generally recognized industry standards for similar services.

(b) Disclaimer of Remaining Warranties. EXCEPT AS SET FORTH ABOVE, DUE TO THE NUMEROUS FACTORS INVOLVED IN THE SERVICES, NAVISEC EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ACCURACY, TIMELINESS, MERCHANTABILITY, AND QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO INSTANCE WILL NAVISEC BE LIABLE TO CLIENT FOR INCIDENTAL, COVER, SPECIAL OR CONSEQUENTIAL DAMAGES.

(c) Remedies. NaviSec's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows: NaviSec shall use

reasonable commercial efforts to promptly cure any such breach; provided, that if NaviSec cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination.

(d) Limitation. THE REMEDIES SET FORTH ABOVE SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND NAVISEC'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH HEREIN.

**7. Indemnification.** Client shall defend, indemnify and hold NaviSec, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, the Services, failure to gain all necessary consent, and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Client, its employees, agents, contractors or representatives including but not limited to the failure by Client to strictly adhere to all relevant federal, state, and local regulations.

**8. Limitation of Liability.** NAVISEC SHALL NOT BE LIABLE FOR: LOSS OF GOODWILL, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, LOST PROFITS, OR TORT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, OR OTHERWISE. REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE. NAVISEC'S AGGREGATE LIABILITY TO CLIENT AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS (INCLUDING BUT NOT LIMITED TO INDEMNIFICATION, ATTORNEY'S FEES, COSTS, ETC.) RELATING TO THIS THIS AGREEMENT, THE SERVICES, OR OTHERWISE SHALL BE LIMITED TO THE TOTAL FEES PAID BY CLIENT TO NAVISEC IN THE THREE HUNDRED AND SIXTY (360) DAYS PRECEDING THE DATE THE CLAIM ACCRUED FOR THE APPLICABLE SERVICE. HOWEVER, IN NO EVENT SHALL NAVISEC'S MINIMUM LIABILITY BE LESS THAN \$5,000.00. The Parties agree if: Client or a third-party files a Claim against NaviSec, NaviSec shall have the ability to tender payment in the maximum amount provided by this Section to Client- without admitting liability - and require Client to execute a full and complete release and waiver of applicable claims, and assume the defense of NaviSec against the third party.

## **9. Legal Compliance.**

(a) Confidentiality. Client will not disclose the terms, including pricing information, of this Agreement or any other information provided by NaviSec to Client, without NaviSec's prior written approval, except as may be required by law or by lawful order.

(b) Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, rules and regulations as they may be amended ("Laws"). If any part of this Agreement or Statement or Work is determined to violate any Laws, the Parties agree to negotiate in good faith revisions to the provision(s) which are in violation. If the Parties cannot agree to new terms to bring the entire agreement into compliance, either Party may terminate this Agreement on 30 days prior written notice, or earlier if necessary, to prevent noncompliance with a governmental deadline or date.

(c) Consulting or Subpoena Fee. If NaviSec personnel or executives are required to provide services not contemplated or included in this Agreement or a Scope of Work attached hereto, then NaviSec may charge \$350 per hour per NaviSec personnel to perform said services. If the service involves a deposition or witness appearance, there shall be a flat fee charge of \$10,000 per day per NaviSec executive plus expenses, in addition to the hourly fee to respond to a subpoena for documents or other discovery and attorney's fees and costs for NaviSec representation.

## **10. Miscellaneous.**

(a) Independent Contractor Status. NaviSec shall act, at all times under this Agreement as an independent contractor of Client. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other.

(b) Governing Law, Jurisdiction, & Venue. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida without regard to conflict of law provisions. Any action or proceeding arising out of or relating to this Agreement or the Parties shall be brought within the State of Florida in Hillsborough County, or the District Court for the Middle District of Florida. The party agrees that this Agreement meets the requirements in Florida Statute §48.193(1)(a)(9). The prevailing party in any action regarding this Agreement shall be entitled to recover its reasonable attorney's fees and costs from the losing party (including appellate attorney fees).

(c) Dispute Resolution. Prior to filing any cause of action, or legal proceeding, with the requisite court of law, the Parties agree that they will first be required to attend in-person mediation within Hillsborough County, Florida. Both Parties agree that they will send a representative with full settlement authority to the mediation. The cost of the in-person mediation shall be split amongst the parties but shall not include travel costs of either party associated with attending the in-person mediation. Notwithstanding the foregoing, the pre-suit mediation requirement will be waived and not required in the event NaviSec brings an action against the Client for unpaid fees or unpaid Services.

(d) Notices. All notices and other communications required or permitted hereunder shall be in writing and deemed to have been given when delivered or mailed by certified mail or overnight courier with tracking capabilities to the address listed below. If to Client shall be sent to Navisec, LLC, 8408 Benjamin Road, Tampa, FL 33606 Attn: President, with a copy to: Blue Chip Law, PLLC 301 W. Platt St. Ste. A-339, Tampa, FL 33606, Attn: Adam Hersh. Notices to Client shall be sent to the addresses set forth in the signature block of this Agreement.

(e) Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof. Neither shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise thereof.

(f) Modifications & Authorization. The terms of this Agreement cannot be changed orally or via electronic communications. Any attempts to modify these terms by Client are deemed null and void. The sales representative of NaviSec has no authority to make any changes to this Agreement or commit NaviSec in any manner whatsoever in contradiction to the provisions expressly set forth in this Agreement. Any changes to this Agreement must be approved and signed for by the Chief Financial Officer or General Counsel, no other officer or employee has the ability to modify these terms.

(g) Assignment. This Agreement will be binding on and inure to the benefit of, the Parties' respective successors and assigns. This Agreement will not be assigned by Client without the prior written consent of NaviSec (which consent will not unreasonably be withheld), and any purported assignment hereof without such consent will render this Agreement null and void.

(h) Subcontracting. NaviSec may subcontract the performance of any of its duties or obligations under this SOW to any Person provided that NaviSec prior to the commencement of any work by any subcontractor, enters into a written agreement with such subcontractor that binds the subcontractor to terms that are at least as protective of the rights and information of Client to this SOW and the Agreement.

(i) Force Majeure. NaviSec shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in performing any term of this Agreement when such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of NaviSec including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate materials, telecommunication breakdown, and power outage. If the event in question continues for a continuous period in excess of thirty (30) days, Client shall be entitled to give notice in writing to NaviSec to terminate this Agreement.

(j) Invalidity of Provisions. In the event any term or provision of this Agreement is rendered invalid or unenforceable or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.