



**This Cybersecurity Training by ALCiT Sub-Agreement (“Sub-Agreement”) is governed by the Master Service Agreement between ALCiT and CUSTOMER. This Sub-Agreement supersedes all prior discussions, communications, representations or agreements, including any digital, electronic or Internet-based agreements, between them, oral or written, between ALCiT and CUSTOMER concerning cybersecurity training related Services.**

This Sub-Agreement shall consist of these terms and conditions:

1. SERVICE MODEL

- (a) You may use our Software for your own internal use to:
  - i. measure, monitor and manage cyber risk as assessed by the system using our user surveys, self-assessments, education and quizzes as well as external threat information gathered by our SaaS;
  - ii. deliver online-based educational materials via included course modules, licensed third-party content or your unique modules using our course builder tool;
  - iii. conduct simulated social engineering attacks via email and text message against only your organization or a subsidiary using the built-in simulated phishing emails or custom emails;
  - iv. deliver email newsletters for security awareness with content provided by us, developed by you or through licensed third-party content; and,
  - v. use any other features for the purposes they were designed according to the Documentation that we may make available to you during the Term.
- (b) You may not:
  - i. use, copy, modify, rent, sell, distribute or transfer any part of the Software except as provided in this Agreement, and shall not authorize or instruct any third party to engage in any of the specific uses of the Software as identified in in this Agreement;
  - ii. connect to third party systems through unlicensed application programming interface;
  - iii. reverse engineer, decode, decompile, or disassemble the Software;
  - iv. sublicense the Software to third-party organization;
  - v. add, remove, obscure or modify any label or other indication of trademark, copyright or other intellectual property rights on the Software, our Documentation or other written material supplied by us; or,
  - vi. duplicate or reproduce any Software, our Documentation or other written material supplied by us, without our explicit prior written consent.
  - vii. You acquire only the right to use the Software in accordance with this Agreement and you do not acquire any intellectual property rights to the Software, our



Documentation or our Confidential Information. You retain all intellectual property rights to your content and data.

- (c) **TRAINING:** You may use all of our training methods and materials supplied or developed under this Agreement (and these materials shall be considered our Documentation owned solely by us) during, and for the sole purpose of, this Agreement. Copying or reproducing any of our Documentation or training material for external distribution is strictly prohibited. Fees for training and Documentation shall be set out in our proposal, quote, sales order or invoice.
2. **MAINTENANCE RELEASES:** A Maintenance Release may contain, among other things, revisions, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software. Each Maintenance Release constitutes a part of the Software and is subject to the terms and conditions of this Agreement.
3. **EXCLUDED SERVICES:** The following are excluded from our Support Services:
  - i. any of your communication charges;
  - ii. issues due to improper use of the SaaS resulting from insufficient training;
  - iii. issues arising from applying the SaaS to uses for which the SaaS was not designed;
  - iv. issues related to your system and software environment;
  - v. issues relating to your network;
  - vi. telephone support relating to business consulting or training related issues; and,
  - vii. government or regulatory changes affecting SaaS.
4. **WARRANTIES AND LIABILITY:**
  - (a) We represent and warrant to you that we own, or have sufficient rights to, all intellectual property rights to the Software and any third-party products used in the Software. The Software is provided “as is” and we do not warrant that use of the Software will be uninterrupted or error free.
  - (b) We also warrant that our Maintenance and Support Services will be performed in a professional manner in conformance with generally accepted industry standards. We will rectify any Support Services which fail to conform with these standards provided you report to us in writing within thirty (30) days after the failure.
  - (c) **WE MAKE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS WITH RESPECT TO THE SOFTWARE, MAINTENANCE OR SUPPORT SERVICES EXCEPT AS SET OUT IN THESE TERMS AND CONDITIONS AND ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. WE DO NOT WARRANT ANY SOFTWARE OR OTHER PRODUCTS MANUFACTURED BY THIRD PARTIES**



AND SUPPLIED IN CONNECTION WITH THE SOFTWARE, MAINTENANCE AND SUPPORT SERVICES.

- (d) OUR LIABILITY FOR DAMAGES OR INDEMNIFICATION HEREUNDER SHALL BE LIMITED TO DIRECT DAMAGES AND SUCH AMOUNT SHALL BE NO GREATER THAN THE AMOUNT ACTUALLY BILLED TO YOU BY US FOR THE FIRST SIX (6) MONTHS OF THIS AGREEMENT. IN NO EVENT SHALL WE BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR YOUR LOST PROFITS, DATA, OPPORTUNITIES OR REVENUES RELATING TO THIS AGREEMENT. THESE LIMITATIONS AND EXCLUSIONS FROM LIABILITY SHALL APPLY REGARDLESS OF THE BASIS OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF BREACH OF CONTRACT, AND SHALL APPLY FOR THE BENEFIT OF OUR OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS.
- (e) NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ARISEN, EXCEPT FOR PAYMENT OF AN OUTSTANDING ACCOUNT.

5. THINGS TO AVOID

- (a) This SaaS Agreement, these terms and conditions or any right, license, privilege or obligation provided herein may not be assigned, transferred or shared by you without our prior written consent, which consent shall not be unreasonably withheld. Any attempted assignment without such consent is void.
- (b) You may not issue press releases or otherwise publish any information with respect to the SaaS, Maintenance Releases or Support Services without our prior written consent.