

Supplemental Terms for Professional Services

- 1. Scope.** These Supplemental Terms are incorporated into the Master Solutions Agreement (“Agreement”) and all applicable Orders and Statements of Work solely with respect to any Professional Services provided by Semperis to Customer. Capitalized terms not otherwise defined in these Supplemental Terms will have their respective meanings assigned to them in the Agreement.
- 2. Equipment and Facilities.** Unless otherwise provided in a Statement of Work, Semperis will perform the Professional Services at Semperis’ offices or facilities, using Semperis’ instruments, equipment, and tools. Semperis will determine the time, place and order in which Semperis will perform the Professional Services, subject to any milestones or timelines set forth in the Statement of Work.
- 3. Limited Warranty.** Semperis warrants that the Professional Services will be performed in a professional and workmanlike manner consistent with applicable industry standards and substantially in accordance with the Order or SOW. Semperis, at its sole option and expense, will re-perform any Professional Services that fail to meet this limited warranty or refund to Customer the Fees paid for the non-conforming portion of the Professional Services. The foregoing shall be Customer’s sole and exclusive remedy and Semperis’ entire liability for breach of this warranty. This warranty will be in effect for a period of thirty (30) days from the date the Professional Services were performed or defective Deliverables were initially delivered.
- 4. Cooperation and Obligations.** Customer will reasonably cooperate with Semperis’ requests in connection with the performance of the Professional Services, including installing and facilitating the use of Software, supplying, and installing any hardware required for the deployment of Software, responding to Semperis’ requests for data and materials, and being available for workshops and demos. Customer will allocate sufficiently knowledgeable resources and will timely perform any tasks reasonably necessary to enable Semperis to perform its obligations. Customer acknowledges that its failure to timely respond and cooperate with Semperis’ requests may result in a delay in the performance of Professional Services and/or the provision of Deliverables. Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional charges for resource time, and Semperis shall have no liability resulting from such delay or failure to perform caused by Customer.
- 5. Software.** Customer understands and agrees that depending on the Professional Services performed, Semperis may use its own Software in the delivery of the Professional Services or provide Customer with demos of its Software. If Semperis Software is used or demonstrated during the provision of the Professional Services, Customer’s use of such Software is subject to the MSA and the applicable Supplemental Terms for such Software.
- 6. Customer Acknowledgements.** Customer acknowledges that certain Professional Services may be intended to probe and assess Customer’s IT systems and infrastructure, and Customer agrees that Semperis shall not be liable for any pre-existing or resulting damage. Customer is advised to fully back-up systems and data and take other appropriate measures given the nature of the Professional Services. Customer represents and warrants that (i) it has the right to use, disclose and grant access to the systems, networks, configuration, information and data required for Semperis to perform the Professional Services and prepare the Deliverables, (ii) its collection, possession, processing and transfer of such information and data is in compliance with all applicable laws and regulations, and (iii) that such access, data and information are provided, furnished and disclosed for a lawful purpose.
- 7. Change Orders.** Any changes to a Statement of Work will require a change order executed by both parties prior to the implementation of such changes (“*Change Order*”). Such changes may include, but are not limited to, changes to the scope of work and any corresponding changes to the estimated fees and schedule. Each Change Order must include the change(s) to the Professional Services and the impact on the scope, time of performance, and Fees.
- 8. Expenses.** If applicable, Customer shall reimburse Semperis for reasonable pre-approved travel, lodging, and out-of-pocket expenses actually incurred by Semperis.
- 9. Proprietary Rights and Licenses**
 - 9.1. Semperis IP.** All Intellectual Property Rights in and to Semperis IP, or any part thereof, and all derivatives, improvements and variations thereof, are and will remain at all times, owned by, or licensed to, Semperis. Nothing contained in this Agreement nor any Statement of Work shall directly or indirectly be construed to assign or grant to Customer any Intellectual Property Rights to Semperis IP. “*Semperis IP*” means all Semperis proprietary materials, including, the Software and associated data and documentation, which may include but is not limited to flow



charts, algorithms, adversary information, report templates, know-how, inventions, techniques, models, trademarks, ideas and any and all other tangible and intangible works and materials developed by Semperis.

9.2. Deliverables. With the exception of the underlying and pre-existing Customer Data used to create the Deliverables, Semperis will own all right, title and interest in and to the Deliverables, and said Deliverables shall be considered Semperis IP. Upon payment by Customer, Semperis shall grant to Customer a perpetual, non-revocable, worldwide, non-transferable, limited, right and license to use, execute or copy the Deliverables solely for Customer's internal business purposes and solely in connection with Customer's use of the Professional Services. "*Deliverable*" means any deliverable specified in the applicable Statement of Work that is created by Semperis during the performance of the Professional Services.