Overwatch Data, Inc.

MASTER SERVICES AGREEMENT

This Master Services Agreement (the **"Agreement"**) is entered into as of _____ (the **"Effective Date"**) by and between **Overwatch Data, Inc.,** a Delaware corporation, having a place of business at 651 N. Broad St., Ste 201, Middletown, DE 19709 (**"Overwatch"**) and _____, Inc._____, a _____ corporation having a place of business located at _____ (**"Company"**).

This Agreement grants the Company the ability to purchase a subscription to Overwatch's software-as-a-service products and related services pursuant to order forms executed by Overwatch referencing this Agreement ("**Order Form(s)**") and sets forth the basic terms and conditions under which Overwatch will deliver those products and services and the Company will be permitted to use them. This Agreement will govern the initial purchase on the Effective Date as well as any future purchases made by the Company which reference this Agreement.

1. Definitions.

"**Affiliate**" means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with Company. As used herein, "control" means the power to direct the management or affairs of an entity, and "ownership" means the beneficial ownership of 50% or more of the voting equity securities or other equivalent voting interests of the entity.

"**Company Data**" means any data of any type which is provided by Company to Vendor or accessed or collected by Vendor on behalf of Company in connection with providing the Software Service, including without limitation information which Company inputs, or provides to Vendor for inputting, into the Software Service.

"**Compliance**" means (i) with respect to the Software Service, that the Software Service is performing without errors in substantial conformance with the Documentation, any criteria specified in the applicable Order Form and the performance and feature characteristics described in any proposals or other materials provided by Vendor to Company about the Software Service and (ii) with respect to Professional Services deliverables ("**Deliverables**"), that the Deliverables substantially conform to any criteria specified in the applicable Order Form or Statement of Work ("**SOW**").

"**Content**" means data which is provided by Vendor to Company or accessed or collected by Company in connection with Company use of Vendor's Services or Software Service, including without limitation all data, information or other materials which Vendor obtains from third parties and provides or otherwise makes available to Company hereunder.

"**Contractor**" means any third party employed or retained by Company to perform services on behalf of Company.

"**Documentation**" means the specifications, design documents and analyses, programming tools, plans, models, flow charts, reports and drawings, documentation and any other descriptions related to the Software Service provided by Vendor to Company or to any other users of the Software Service from time to time, which in any event are sufficient to explain the intended functionality of the Software Service and to assist in the use of the Software Service.

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"**Intellectual Property Rights**" means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority.

"**Professional Services**" means the professional consulting services provided by Vendor as set forth in the applicable Order Form or SOW.

"Services" means Training or Professional Services.

"**Software Service**" means the online software-as-a-service product(s) described in the Order Form, including any associated offline components and all related Documentation.

"**Subscription**" means a subscription to the Software Service and Support.

"**Subscription Term**" means the term of a Subscription as set forth in the applicable Order Form.

"**Support**" means the technical support services provided by Vendor as further described In Exhibit A.

"**Training**" means the training services provided by Vendor as set forth in the applicable Order Form.

2. Software Service.

(a) Software Service Use. Company, its Affiliates and Contractors, may access and use the Software Service for any business purpose.

(b) General Restrictions. Company will not: (i) decompile, disassemble, or otherwise reverse engineer the Software Service (except to the extent that applicable law prohibits or restricts reverse engineering restrictions); (ii) sell, rent, lease or use the Software Service (or any portion thereof) for time sharing purposes; or (iii) remove any copyright or proprietary notices contained in the Software Service.

3. Order Forms.

Order Forms may be entered under this Agreement by Company or any Affiliate. The entity that executes an Order Form with Vendor will be considered "Company" for all purposes of the Order Form and this Agreement; and the Order Form will be considered a two party agreement between Vendor and such entity. Each Order Form will be substantially in the form attached as Exhibit 1 and will incorporate by reference the provisions of this Agreement as though such provisions were set forth therein in their entirety. Each Order Form will also set forth: (a) a description of the Software Service, (b) the Subscription fees and the related Services fees and (c) such additional terms and conditions as may be mutually agreed upon by Vendor and Company (or such Affiliate). Each Order Form will be deemed to incorporate the applicable specifications for the Software Service that are in effect on the date the Order Form is mutually executed, and may not be amended without the written agreement of both Company (or is Affiliate is applicable) and Vendor.

4. License and Ownership of Intellectual Property.

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(a) License. Vendor grants Company a worldwide, non-exclusive, non-transferable (except as provided for in Section 14(c)), royalty-free license, with the right to sublicense, in and to any Content for Company's business purposes subject to the restrictions set forth in this Section. Unless otherwise specified in an Order Form or Statement of Work (for Professional Services), Company may (i) use Content for its business purposes, (ii) provide any Content to third parties for use in connection with Company business purposes, (iii) and publicly disclose the Content, or any portion thereof.

(b) Ownership of Intellectual Property. Vendor and its licensors will retain ownership of all Intellectual Property Rights in the Software Service developed or acquired by Vendor prior to the Effective Date or independently from (i) any Company material (including information or suggestions provided by Company) and (ii) materials licensed to Vendor by Company. As between Vendor and Company, Company owns all right, title and interest (including all Intellectual Property Rights) in and to any Company software, systems, Company Data, Confidential Information or other materials provided by Company to Vendor or otherwise accessed by Vendor in connection with this Agreement.

(c) Ownership of Content. Company shall also own all right, title and interest in and to any Content that is custom created, developed or otherwise delivered to Company in connection with the Services and Software Services hereunder, provided that Vendor shall retain all Intellectual Property as specified in Section 4(b) above. Any portion of such customized Content that remains the property of Vendor shall be provided to Company under worldwide, a non-exclusive, non-transferable license to use such customized portions of the Content for Company's business use.

5. Fees.

(a) Invoices. The fees for the Subscription and Services will be as set forth on the applicable Order Form. Unless otherwise specified in the applicable Order Form, Vendor will invoice Company for Subscription fees monthly and in arrears following completion of each month of Company's use of the Software Service.

(b) Expenses. Company will not be responsible for any expenses incurred by Vendor unless reimbursement for such expenses is specifically designated on the applicable Order Form.

(c) Payment; Taxes. All payments will be made in U.S. Dollars. Company will pay all undisputed amounts due within thirty (30) days after Company's receipt of a correct invoice. Any taxes will be separately stated on the applicable Order Form and invoice to Company. Company will have no obligation to pay any taxes or fees that are (i) based upon Vendor's net or gross income or gross receipts; (ii) franchise taxes or other taxes based on Vendor's corporate existence or status; or (iii) due in whole or in part because of any failure by Vendor or its agents to file any return or information required by law, rule, or regulation.

(d) Guaranteed Pricing. For a period of three (3) years from the effective date of the applicable Order Form, Vendor shall not increase the rates at which Subscriptions are made available to Company or its Affiliates from the rates offered to Company on the applicable Order Form in a manner distinctly different from the price increases applied to similarly situated customers of Vendor using the Software Service in the same manner and capacity as Company.

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(e) Credits and Set Off. Any credits due to Company will be applied on the next invoice against amounts then due and owing or, at Company's option, refunded immediately upon notice. If any credit is due to Company after the termination or expiration of this Agreement, Vendor will pay the amount of the credit to Company within thirty (30) days after the credit accrues. All credits will be credited or paid in U.S. Dollars only. Company will have the right to set off amounts owed by Vendor to Company against amounts payable under this Agreement.

(f) Invoice Disputes; Breach. In the event of a good faith dispute with regard to an item appearing on an invoice, Company has the right to withhold such disputed amount while the parties attempt to resolve the dispute. Company's withholding of such payment will not constitute a breach of this Agreement, nor will it be grounds for Vendor to suspend its performance hereunder, so long as Company pays on a timely basis those amounts that are undisputed and owing. In the event of a breach by Vendor of this Agreement or in the event of a Data Breach (as defined in the DPA), Company's payment obligations will be suspended and further Service or Subscription Fees will not accrue until the matter has been remediated to Company's reasonable satisfaction.

6. Term and Termination.

(a) Term. This Agreement is effective as of the Effective Date and continues until all Order Forms and all SOWs entered into under this Agreement have expired or been terminated, unless terminated earlier in accordance with this Section 6. Each Subscription commences on the start date specified in the applicable Order Form and continues for the Subscription Term specified therein. Each Subscription will renew only upon execution of a mutually agreed Order Form.

(b) Termination for Breach. Either party may terminate this if the other party fails to cure any material breach of this Agreement, within thirty (30) days after written notice of such breach. Company may terminate this Agreement, or any Order Form and/or any SOW without terminating this Agreement, immediately in the event of a Data Breach (as defined in the DPA). The prevailing party in any action for enforcement of the terms hereof will be entitled to an award of its costs (including reasonable attorneys' fees). Upon a termination under this subsection 6(b) by Company, Company will receive a refund of all fees paid in advance for Subscriptions and Services not yet provided by Vendor.

(c) Termination for Convenience. Company may terminate this Agreement, any Order Form and/or any SOW at any time by giving Vendor at least thirty (30) days' written notice. In the case of Company's termination for convenience herein, Company will only pay for its Subscription use up to and including the date of termination, and will receive a refund of all fees paid in advance for Subscriptions and Services not yet provided by Vendor.

(d) Termination for Financial Insecurity. In the event that Vendor: (i) becomes insolvent; (ii) files a petition in bankruptcy or reorganization or has such a petition filed against it (and fails to lift any stay imposed thereby within sixty (60) days after such stay becomes effective); (iii) has a receiver appointed with respect to all or substantially all of its assets; (iv) makes an assignment for the benefit of creditors; (v) ceases to do business in the ordinary course; (vi) takes any corporate action for its winding-up, dissolution or administration; (vii) enters into an agreement for the extension or readjustment of substantially all of its obligations; or (viii) makes any material misstatement as to financial condition, Company may terminate any or all Order Forms, SOWs and/or this Agreement immediately by notifying Vendor.

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(e) Not Exclusive Remedy. Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

(f) Return of Company Data. Upon termination or expiration of this Agreement, Vendor shall (at Company's election) destroy or return to Company all Company Data (including all copies of the Company Data) in its possession or control (including any Company Data subcontracted to a third party for processing). This requirement shall not apply to the extent that Vendor is required by any applicable law to retain some or all of the Company Data, in which event Vendor shall isolate and protect the Company Data from any further processing except to the extent required by such law.

(g) Survival. The following Sections will survive any expiration or termination of this Agreement: 4 (Ownership of Intellectual Property), 5(e) (Credits and Set Off), 6(f) (Return of Company Data), 6(g) (Survival), 7 (Representations and Warranties), 10 (Limitation of Liability), 11 (Indemnification), 12 (Confidential Information), 14 (General), and Exhibit B Sections 3 and 5-10. Unless otherwise specified by Company, any Order Form or SOW entered into prior to the termination of this Agreement will remain in effect in accordance with its own terms.

7. Representations and Warranties. Vendor represents and warrants as follows:

(a) General Warranties. Vendor has with respect to this Agreement and each Order Form and SOW (i) all requisite legal and corporate power to execute and deliver such agreements; (ii) taken all corporate action necessary for the authorization, execution and delivery of such agreements; (iii) no agreement or understanding with any third party that interferes with or will interfere with its performance of its obligations under such agreements; (iv) obtained and will maintain all rights, approvals and consents necessary to perform its obligations and grant all rights and licenses granted to Company under such agreements; and (v) taken all action required to make such agreements legal, valid and binding obligations of Vendor.

(b) Software Service and Services Performance Warranty. The (i) Software Service will be in Compliance; and (ii) Professional Services will be delivered in a professional manner consistent with highest industry standards, and all personnel providing Services will be appropriately trained and qualified. Each warranty applying to the "Software Service" under this Agreement will apply to any Deliverable provided as part of Services unless otherwise specified in the applicable Order Form.

(c) Compliance with Laws. Vendor's business and performance under this Agreement is and will be in compliance with all applicable federal, state and local laws and government rules and regulations.

(d) Non-Infringement. To the best of Vendor's knowledge, neither the Software Service nor any Deliverable will infringe, violate or misappropriate the Intellectual Property Rights of any party anywhere in the world. Furthermore, Vendor is not aware of any pending or threatened claims, suits, actions, or charges pertaining to the Software Service or any Deliverable. Vendor agrees that it will notify Company immediately if Vendor becomes aware of any actual or potential claims, suits, actions, allegations or charges that could affect either party's ability to fully perform its duties or to exercise its rights under the Agreement.

(e) No Harmful Material. Company's use or access of the Software Service or any Deliverable will not cause any viruses, worms, time bombs, Trojan horses or other harmful, malicious or destructive code to be installed or introduced on Company's computer, telecommunication or other information systems ("**Systems**").

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(f) No Disruption. Except if and to the extent expressly necessary for performance of Services as expressly authorized in writing by Company, in no event will Vendor, its agents or employees or anyone acting on its behalf, disable or interfere, in whole or in part, with Company's use of or access to the Software Service, Company Data or any software, hardware, Systems or data owned, utilized or held by Company without the written permission of a corporate officer of Company, whether or not the disablement is in connection with any dispute between the parties or otherwise. Vendor understands that a breach of this provision could cause substantial harm to Company and to numerous third parties having business relationships with Company.

(g) Documentation Warranty. The Documentation will be complete and accurate and, on each date on which Vendor delivers it to Company, the Documentation will be Vendor's most current version thereof; provided that, without the prior written approval of Company, in no event will any Documentation reflect a diminution in the form, features or functionality of the Software Service from that originally purchased under this Agreement and the Order Form.

(h) Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, AND EACH PARTY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Service Level Agreement. During each Subscription Term, the Software Service is subject to the Service Level Agreement attached hereto as Exhibit A.

9. Support, Training and Professional Services.

(a) Support. Vendor will provide Company with Support pursuant to terms set forth in the Order Form.

(b) Training. If set forth in the applicable Order Form, Vendor will, at a time suitable to Company, provide Training at no additional charge. Such Training will be conducted at Company's facilities. All Training provided by Vendor will include written course materials that may be kept, reported and distributed internally by Company. Company will have the right to make unlimited copies of Training materials for internal use at no additional charge.

(c) Professional Services. Vendor will provide the Professional Services pursuant to terms set forth in the Order Form or any applicable SOW.

(d) On-Site Personnel. If Company determines that any employee, subcontractor or other agent of Vendor working on-site at Company is not performing satisfactorily, Company will advise Vendor and may, at Company's option, require Vendor to remove such person from any performance of any such Services for Company. Company will not be responsible for any costs associated with replacing removed personnel.

10. Limitation of Liability.

(a) EXCEPT FOR DAMAGES AVAILABLE FOR ANY CLAIM UNDER SECTION 7(e) (NO HARMFUL MATERIAL), 7(f) (NO DISRUPTION), SECTION 11 (INDEMNIFICATION), SECTION 12 (CONFIDENTIAL INFORMATION) OR EXHIBIT B (DATA PROTECTION), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

(b) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, Company'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY Company TO VENDOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING A CLAIM FOR DAMAGES.

(c) The parties agree that the limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. Indemnification; Insurance.

(a) Indemnification. Vendor agrees to indemnify, defend and hold harmless Company, its Affiliates and their respective Contractors, officers, directors and employees (collectively, the "**Indemnified Parties**") from and against any and all losses, costs, damages or liabilities, including counsel fees, costs and expenses, as a result of (i) any claim or cause of action anywhere in the world asserted against Company or one of the Indemnified Parties arising out of or in connection with the Software Service (including any claim for intellectual property infringement); (ii) a breach or alleged breach of Vendor's representations, warranties and covenants under this Agreement, any Order Form or any SOW; (iii) a breach or alleged breach of Vendor's obligations under Section 12 (Confidential Information); (iv) a breach or alleged breach of Vendor's obligations under Exhibit B (Data Processing); (v) negligent, willful or reckless acts or omissions, dishonesty or fraud of or by Vendor, its agents, employees or representatives; or (vi) personal injury or property damage resulting, directly or indirectly from the Software Service, the performance of Vendor's obligations hereunder, or the fault or negligence of Vendor, its agents, employees or representatives (collectively, "**Claims**").

(b) Process and Remedies. Company will give prompt notice of any Claims to Vendor. An Indemnified Party may participate in the defense of any Claims by counsel of its own choosing, at its cost and expense. Vendor will not settle any Claims without the Indemnified Party's prior written approval, not to be unreasonably withheld. Should the Software Service become, or in Company's opinion be likely to become, the subject of a Claim, Vendor will, at Company's option, and Vendor's sole expense either: (i) procure for Company the right to continue to use the Software Service as contemplated hereunder, or (ii) modify the Software Service to eliminate any Claim which might result from its use hereunder, provided that the Software Service's performance must remain at least as good as provided in the Documentation and subject to Company's approval, or (iii) replace the Software Service with equally suitable, compatible and functionally equivalent non-infringing software services subject to Company's approval, at no additional charge to Company. The remedies in this Section 11(b) (Process and Remedies) are not exclusive and do not limit any other remedies Company may have under this Agreement, law or otherwise.

(c) Insurance.

(i) Vendor, at its sole cost and expense, shall secure and maintain in full force and effect throughout the Term of this Agreement and any Order Form, and for five (5) years thereafter:

(A) Workers' Compensation insurance with coverage in accordance with statutory limits,

(B) Commercial General Liability insurance, including blanket contractual liability with limits of not less than $3,000,000 per occurrence and $5,000,000 aggregate,

(C) Umbrella Liability insurance with a limit of not less than $10 million;

(D) Professional Liability/Technology Errors and Omissions Insurance covering the activities of Vendor written on a "claims made" basis with a minimum limit equal to $5,000,000.00 per occurrence. This must include coverage for liabilities, damages, and claim expenses arising from errors, omissions, or negligent acts in rendering or failing to render professional services or technology services and in the provisioning of

products in the performance of this Agreement, including the failure of services or products to perform the intended function or serve the intended purposes. Coverage for violation of software copyright is to be included.

(E) Network Security/Privacy and Privacy Notification Costs (Cyber) Insurance including coverage for liabilities, damages, and claim expenses arising from network security and privacy failures, violations or breaches, as well as failures of computer systems, networks or other technologies to perform as intended. Coverage for loss, disclosure and theft of data in any form; media and content rights infringement and liability, including but not limited to, network security or systems failures, denial of service attacks and transmission of malicious code. Coverage shall include regulatory fines and penalties arising from violations of or non-compliance with privacy and data security laws, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services and any other causally-related crisis management or remediation expenses for up to one (1) year with limits not less than $5,000,000.00.

(ii) Such policy(ies) shall affirmatively provide coverage for Company as an "Additional Insured" as defined by the policy(ies), and such policy(ies) shall also have the "Insured versus Insured" exclusion amended to allow an "Additional Insured" to bring a claim against the named insured. Certificates evidencing such insurance shall be made available for examination upon request by Company.

12. Confidential Information; Publicity.

(a) Confidential Information. Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("**Receiving Party**") from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified in writing as confidential at the time of disclosure or, if disclosed verbally, is identified as confidential in writing within thirty (30) days of the disclosure. The terms of this Agreement, Company Data and any not previously publicly disclosed information about Company's business, finances, information systems, software or technology provided by Company to Vendor under this Agreement will be deemed Confidential Information of Company without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation will not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

(b) Return of Materials. Upon termination of the Agreement for any reason, or upon earlier request by Disclosing Party, Receiving Party will promptly destroy or (if specifically requested) return to Disclosing Party all documents or materials of any nature in Receiving Party's possession, custody or control (regardless of the media in which such documents or materials are stored) that have been furnished by Disclosing Party to Receiving Party, or reproduced or developed by Receiving Party or its subcontractors based on Disclosing Party's Confidential Information.

(c) Publication; Use of Names. Except as otherwise set forth in this Agreement, under no circumstances may either party use the name of the other party or any of its personnel in any publication or any form of advertising

without such other party's prior written consent. For the avoidance of doubt, Vendor shall not disclose, present, disseminate or produce any publication that contains information regarding the Service Software, Deliverables or any Confidential Information of Company without Company's prior written consent.

13. Data Processing.

Vendor agrees to comply with the terms of Exhibit B herein with regard to Data Processing.

14. General.

(a) Governing Law; Venue. This Agreement is governed by the laws of the State of California without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Vendor irrevocably consents to the personal jurisdiction of the state and federal courts located in San Francisco County, California for any suit or action arising from or related to this Agreement, and waives any right Vendor may have to object to the venue of such courts. Vendor further agrees that these courts will have exclusive jurisdiction over any such suit or action initiated by Vendor against Company.

(b) Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

(c) No Assignment**.** This Agreement and Vendor's rights and obligations under this Agreement may not be assigned, delegated, or otherwise transferred, in whole or in part, by operation of law or otherwise, by Vendor without Company's express prior written consent. Company may assign this Agreement or any of its rights under this Agreement to any third party without Vendor's consent. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the Parties hereto. Any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void.

(d) Notices. Each Party must deliver all notices, consents, and approvals required or permitted under this Agreement in writing to the other Party at the address specified below, by personal delivery, by certified or registered mail (postage prepaid and return receipt requested), by a nationally-recognized overnight carrier, or by facsimile or other electronic transmission with electronic confirmation of transmission. Notice will be effective upon receipt or refusal of delivery. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

(e) Remedies. The rights and remedies provided to each Party in this Agreement are cumulative and in addition to any other rights and remedies available to such Party at law or in equity.

(f) No Insider Trading. Vendor acknowledges that in the course of performance under this Agreement, Vendor may learn of material, non-public information regarding Company. Vendor understands that federal and state securities laws prohibit employees of Vendor from purchasing or selling Company securities while in possession of any such information and from disclosing such information to others.

(g) Construction. Section headings are included in this Agreement merely for convenience of reference; they are not to be considered part of this Agreement or used in the interpretation of this Agreement. No rule of strict construction will be applied in the interpretation or construction of this Agreement.

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(h) Waiver. All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

(i) Time Is of the Essence. Time is of the essence in the performance of the Services and Vendor's other obligations under this Agreement.

(j) Entire Agreement; Amendments. This Agreement, including the Statements of Work hereunder, is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous communications and understandings between the Parties. No modification of or amendment to this Agreement will be effective unless in writing and signed by the Party to be charged.

(k) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute together the same instrument.

[*signatures continue on the following page*]

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

[Company].	**Overwatch Data**	
Signature:	Signature:	
Print Name:	Print Name:	Arjun Bisen
Print Title:	Print Title:	CEO

Notice Address:

Notice Address:

Primary Contact:.

Primary Contact:

Date:

Date:

EXHIBIT 1

ORDER FORM

See Attached

EXHIBIT A

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("**SLA**") is incorporated by reference into the Master Subscription Agreement (the "**Agreement**") between Overwatch Data ("**Vendor**") and _____, Inc. ("**Company**"), and governs the provision of the Software Service by Vendor to Company pursuant to the Agreement. All capitalized terms not defined herein shall have the meanings given to them in the Agreement.

1. Service Availability.

1.1 Standards. The Software Service shall perform in accordance with the following standards:

System Availability Measure	Standards
Software Service monthly uptime ("**Availability**")	99.95%*

*Excludes scheduled downtime (of which Vendor will give at least one (1) week notice and which Vendor will schedule during the weekend hours from 6:00 p.m. PT Friday to 3:00 a.m. PT Monday), not to exceed twenty-four (24) hours in any calendar month.

Website Response Measure	Standards
Minimum webpage connect time	2.0 seconds 90% of the time 4.0 seconds 100% of the time

1.2 Failure to Achieve Availability Standards. If Availability falls below the above standard during any calendar month, Company may elect to receive a credit from Vendor against fees and payments due for the months following any month in which Availability does not meet the standard, as liquidated damages and not as a penalty, an amount equal to fifteen percent (15%) of the fees and payments due to Vendor from Company for that month. If Availability falls below the above standard for any three months during a six-month period, Company may terminate the Agreement and Vendor will promptly refund all Subscription fees for Software Service not yet delivered and any amounts paid for Services which have not been delivered as of termination.

2. Technical Support & Problem Resolution.

2.1 Technical Support. Vendor will provide 24 hours a day/7 days a week telephone assistance at 1-800-_____ and 24 hours a day/7 days a week email assistance at _____ for general advice and technical support, as well as technical assistance and remediation for operational issues as further described below.

2.2 Problem Resolution. Vendor will correct all problems that are reported by Company or of which Vendor otherwise becomes aware in accordance with the following table:

Priority	Description	Response and Fix Time

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1	The Software Service is not working, a significant function of the Software Service is not properly working or a significant number of users are unable to access or use some functionality.	Vendor will respond to and Vendor's senior engineers will commence efforts to fix Priority 1 problems no later than one (1) hour after Company's report of such problem or Vendor's detection of such problem, whichever is earlier. Vendor will use best and continuous efforts, twenty-four (24) hours per day, seven (7) days per week to provide an acceptable work-around for the Priority 1 problem, and will provide a permanent fix for the Priority 1 problem no later than thirty (30) days after Company's report of such problem or Vendor's detection of such problem, whichever is earlier.
2	Functionality of the Software Service is impaired or some users are unable to access or use some functionality.	Vendor will respond to and Vendor's senior engineers will commence efforts to fix Priority 2 problems no later than one (1) hour after Company's report of such problem or Vendor's detection of such problem, whichever is earlier. Vendor will use reasonable and continuous efforts to fix Priority 2 problems during normal business hours, and if an acceptable work-around is provided, will provide a permanent fix of the Priority 2 problem no later than thirty (30) days after Company's report of such problem or Vendor's detection of such problem, whichever is earlier.
3	Low impact to users of the Software Service.	Vendor will respond to Priority 3 problems within four (4) hours after Company's report of such problem or Vendor's detection of such problem, whichever is earlier, during Company's regular business hours (or on the next business day, if the problem is reported outside of Company's regular business hours). Vendor will fix Priority 3 problems no later than thirty (30) days after Company's report of such problem or Vendor's detection of such problem, whichever is earlier.

The priority level of the problems reported by Company shall be determined by Company. If Vendor fails to comply with this Section 2 in any given month, Company, at Company's option, will be entitled to (a) promptly receive a credit or refund of Subscription fees for the month of such noncompliance or (b) terminate the Subscription and receive a refund of the prorated portion of any prepaid, unearned fees for the Subscription.

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2.3 Contingencies. Vendor will, in accordance with industry best practice, maintain detailed and comprehensive contingency plans against events which could affect the ability of Vendor to provide Support in accordance with this Exhibit, including, without limitation, loss of production, loss of systems, loss of equipment, industrial relations problems with Vendor's or Vendor's subcontractors' personnel, failures in the supply chain, failure of carriers and the failure of Vendor's or its Vendors' equipment, computer systems or business systems.

2.4 Additional Support. Vendor will provide such additional technical assistance and remediation services to Company as Vendor may provide from time to time to its other customers of the Software Service.

EXHIBIT B
DATA PROCESSING AGREEMENT
FOR PROCESSORS AND SUBPROCESSORS

This Data Processing Agreement ("**DPA**") shall govern any services provided to Company, Inc. and its Affiliates ("**Company**") by you ("**you**," "**your**," or "**Vendor**") as a Processor or Sub-processor (as defined below) (the "**Services**"). You and Company shall each be referred to herein as a "**Party**" and together as "**Parties".** This DPA supplements, is incorporated into, and will remain in effect for the term of any agreement between the Parties, including but not limited to any executed or click-through agreement or, if applicable, Company's API Terms of Use (the "**Agreement**"), the duration of Services, or the processing of Company Data, whichever is later (the "**Term**"). Without limiting the generality of the foregoing, the subject matter, nature, and purpose of the processing under this DPA is the provision of the Services under the Agreement, and the categories of personal data and categories of data subjects are those necessary to provide the Services under the Agreement, as described more fully in the Agreement.

The Parties agree as follows:

1. Definitions

Capitalized terms used but not defined in this DPA shall have the same meanings as set out in the Agreement, if applicable. For the purposes of this DPA:

1.1 **"Affiliate(s)"** means any person or entity that controls, is controlled by, or is under common control with such entity, whether as of the date of the Agreement or thereafter. For purposes of this DPA, "**control**" means ownership or control, directly or indirectly, of more than 20% of the outstanding voting stock of an entity or otherwise possessing the power to direct the management and policies.

1.2 "**Applicable Privacy Laws**" means all applicable privacy and data protection laws and regulations anywhere in the world, including, where applicable, Regulation 2016/679/EU ("**GDPR"**), the EU Directive 2002/58/EC on privacy and electronic communications (in all cases, as amended, superseded or replaced), and the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. (as amended by the California Privacy Rights Act) and its implementing regulations ("**CCPA**").

1.3 "**Controller**" means the natural or legal person or entity who determines the purposes and means of the processing of Personal Data. Controller is also a "business," as that term is defined in the CCPA.

1.4 "**Data Breach**" means a breach of security leading to accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and all other unlawful forms of processing of Company Data.

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1.5 "**Company Data**" means any and all data including Personal Data that is provided to Vendor or otherwise collected and/or accessed by Vendor on behalf of Company and/or its Affiliates in the course of providing the Services under the Agreement. Any Company Data that is Personal Data is hereby referred to as "**Company Personal Data.**"

1.6 "**New EU SCCs**" means the Standard Contractual Clauses issued pursuant to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, completed as set forth in **Appendix 1** to this DPA.

1.7 "**Personal Data**" means any information relating to an identified or identifiable natural person or household; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

1.8 "**Processor**" means an entity that processes Personal Data on behalf of, and in accordance with the instructions of, a Controller.

1.9 "**Sub-processor**" means an entity engaged by a Processor who agrees to receive from the Processor Personal Data exclusively intended for the processing activities to be carried out as part of the Services.

1.10 "**UK SCC Addendum**" means the United Kingdom International Data Transfer Addendum to the European Commission's Standard Contractual Clauses for international data transfers version B1.0 issued by the UK Information Commissioner under Section 119A of the UK Data Protection Act of 2018 and entering into force on 21 March 2022, as updated, amended, or replaced from time to time.

1.11 **"Vendor**" means the individual or entity which has entered into the Agreement with Company.

2. Role of the Parties and Nature of the Personal Data

2.1 For purposes of this DPA, Company may act as a Controller, or it may act as a Processor of one of its customers. Vendor therefore acknowledges that it may act as a Processor of Company or a Sub-processor of Company. Where Company acts as a Processor, Company is obligated contractually and / or under Applicable Privacy Laws to flow down certain data protection related obligations to its appointed Sub-processors. Therefore all obligations placed on Processors in this DPA shall apply to Vendor regardless of whether Vendor acts as a Processor or Sub-processor.

2.2. Vendor will process Company personal data under the Agreement in order to [*describe the nature, purpose and subject matter of Vendor's data processing activities under the Agreement*]. The Personal Data that may be processed may relate to event organizers, attendees, employees, contractors and contacts and may include name, email address, billing and payment information, events booked, organized and attended and any other Personal Data that may be processed pursuant to the Agreement.

3. Vendor's Compliance

3.1 Vendor warrants and undertakes to process Company Personal Data only for the limited and specified purposes set out in the Agreement and/or as otherwise lawfully instructed by Company in writing (email or otherwise), except where otherwise required by applicable law. Vendor will immediately inform Company if, in its opinion, an instruction is in breach of Applicable Privacy Laws.

3.2 Vendor acknowledges and confirms that it does not receive any Company Data as consideration for any services or other items that Vendor provides to Company. Vendor shall not have, derive or exercise any rights or benefits regarding Company Data.

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3.3 Vendor shall comply with all applicable provisions of Applicable Privacy Laws and provide the same level of protection for Company Data as required of Company under Applicable Privacy Laws. Vendor will process Company Data only as necessary to perform Vendor's obligations under the Agreement, or as otherwise permitted by Applicable Privacy Laws. Without limiting the foregoing, Vendor will not (i) "sell" or "share" Company Data, as such terms are defined in the CCPA; (ii) Vendor shall not retain, use, or disclose any such data outside of the direct business relationship between Company and Vendor unless permitted by Applicable Privacy Laws, or (iii) retain, use or disclose Company Data for any purpose other than the business purposes specified in this DPA or otherwise permitted by Applicable Privacy Laws. Vendor shall comply with any applicable restrictions under Applicable Privacy Laws on combining Company Data with personal data that Vendor receives from, or on behalf of, another person or persons, or that Vendor collects from any interaction between it and any individual.

3.4 Vendor represents and warrants that it understands the rules, requirements and definitions of the CCPA and agrees to refrain from taking any action that would cause any transfers of Company Data to or from Vendor to qualify as "selling" or "sharing" personal information under the CCPA.

3.5 Vendor will notify Company within five (5) business days if Vendor makes a determination that it can no longer meet its obligations under Applicable Privacy Laws.

3.6 Company shall have the right, upon seven (7) business days' notice, to take reasonable and appropriate steps to stop and remediate any unauthorized use of Company Data by Vendor.

4. International Data Transfers

4.1 Company authorizes Vendor and its Sub-processors to make international data transfers of Company Personal Data in accordance with this DPA so long as Applicable Privacy Laws for such transfers are respected.

4.2. EEA Transfers. With respect to Personal Data transferred from the European Economic Area ("**EEA**"), the New EU SCCs incorporated herein shall apply, form part of this DPA, and take precedence over the rest of this DPA to the extent of conflict. Vendor hereby agrees to enter into the New EU SCCs, which are incorporated into this DPA by this reference and completed as follows:

i) Where Vendor is acting as Company's Processor, Module Two of the New EU SCCs shall apply.

ii) Where Vendor is acting as Company's Sub- processor, Module Three of the New EU SCCs shall apply.

iii) For both Modules Two and Three, Company is the Data Exporter and Vendor is the Data Importer.

iv) If and to the extent an Company Affiliate relies on the New EU SCCs for the transfer of Company Data, any references to Company in this Section include such Company Affiliate. Where this Section does not explicitly state that it applies to a particular Module of the New EU SCCs, it applies to both Modules.

v) The Parties agree to the following: (i) In Clause 7, the optional docking clause will apply; (ii) In Clause 9, Option 2 (General Authorization) will apply and provide for a 30-day advance notice;

(iii) In Clause 11, the optional language will not apply; (iv) In Clauses 17 and 18, the Parties choose the law of Ireland and the courts of Ireland.

vi) Annexes. The Parties agree that Annex I, Annex II and to the New EU SCCs shall be completed by Appendix 1 to this DPA.

4.3. Switzerland Transfers. With respect to Personal Data transferred from Switzerland for which Swiss law (and not the law in any European Economic Area jurisdiction) governs the international nature of the transfer, (i) references to the GDPR in Clause 4 of the New EU SCCs are, to the extent legally required, amended to refer to the Swiss Federal Data Protection Act or its successor instead, and the concept of supervisory authority shall include the Swiss Federal Data Protection and Information Commissioner; and (ii) as so amended, the New EU SCCs are incorporated herein by reference and shall apply, form a part of this DPA, and take precedence over the rest of this DPA to the extent of conflict.

4.4. UK Transfers. With respect to Company Personal Data transferred from the United Kingdom for which United Kingdom law (and not the law in any European Economic Area jurisdiction) governs the international nature of the transfer, the UK SCC Addendum forms part of this DPA and take precedence over the rest of this DPA as set forth in the UK SCC Addendum, unless the United Kingdom issues updates to the UK SCC Addendum, in which case the updated UK SCC Addendum will control. Undefined capitalized terms used in this provision shall mean the definitions in the UK SCC Addendum. Vendor hereby agrees to enter into the UK SCC Addendum, which is incorporated into this DPA by this reference and completed as follows:

i) In Table 1, the Parties' details shall be the Parties and their affiliates to the extent any of them is involved in such transfer, including those set forth in Appendix 1 to this DPA.

ii) In Table 2, the Approved EU SCCs shall be the New EU SCCs as executed by the Parties pursuant to this DPA.

iii) In Table 3, Annex 1A, 1B, and Annex II shall be as set forth in Appendix 1 to this DPA.

iv) In Table 4, either party may end this DPA as set out in Section 19 of the UK SCC Addendum.

4.5 Transfer Assessment. To the extent required under or necessitated by Applicable Privacy Laws and/or guidance issued by data protection regulatory authorities in relevant jurisdictions, Vendor shall conduct a risk assessment of any such international transfer to determine if the level of protection provided under the laws of the recipient country are adequate to protect Company Data in advance of engaging in any such transfer ("**Transfer Assessment**"). Depending on the outcome of any such Transfer Assessment, Vendor shall implement additional measures as necessary to ensure the protection of Company Data, which may include, without limitation, additional contractual protections and security measures. Upon Company's reasonable request, Vendor shall provide Company with a copy of such Transfer Assessment and/or provide Company with information to enable Company to complete its own such assessments.

5. Confidentiality and Security

5.1. Vendor shall ensure that any person that it authorizes to process the Company Data (including Vendor's staff, agents and subcontractors) shall be subject to a duty of confidentiality.

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5.2 Vendor shall ensure it implements and maintains throughout the term of the Agreement, or duration of its services to Company as a Processor or Sub-processor, appropriate technical and organizational measures to protect Company Data, including protection against Data Breaches. Such measures shall include, at minimum, the measures specified in Annex II of the New EU SCCs, and for clarity, the measures will apply to any and all processing of Company Data. Vendor shall also assist Company in meeting Company's obligations related to the security of the Company Personal Data processed by Vendor.

6. Sub-processing

6.1 Vendor shall notify Company of any Sub-processors it uses in respect of Company Personal Data and provide Company with ten (10) business days to object. In the event Company objects to a Sub-processor, Vendor will use commercially reasonable efforts to make available to Company a change in the Services or recommend a commercially reasonable change to Company's configuration or use of the Services to avoid processing of Company Data by the objected-to subprocessor without unreasonably burdening Company. If Vendor is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, either Party may terminate without penalty the processing of Company Data and/or the Agreement with respect only to those services which cannot be provided to Company without the use of the objected-to new subprocessor by providing written notice to the other Party.

6.2 Vendor shall also: (i) ensure that any Sub-processor is contractually bound in writing to provide at least the same level of protection as is required by this DPA and complies with Applicable Privacy Laws; (ii) be fully responsible for, and liable to Company for acts and omissions of any Sub-processor as if they were Vendor's own act or omission; and (ii) provide Company with details of any Sub-processors appointed, on request.

6.3 After this initial notification, Vendor shall provide Company with at least thirty (30) days' written notice of new subprocessors before authorizing such subprocessor(s) to process Company Data. Company may object to Vendor's use of a new subprocessor by notifying Vendor within ten (10) business days after receipt of Vendor's notice. In the event Company objects to a new subprocessor, the procedure for resolving objections set forth in Section 6.1 shall apply.

7. Cooperation and Data Subjects Rights

Vendor will provide all assistance reasonably required by Company to enable Company to: (i) respond to, comply with or otherwise resolve any rights request, question or complaint received by Company (or an Company customer) from: (a) any living individual whose Personal Data is processed by Vendor on behalf of Company; or (b) any applicable formally designated data protection authority; (ii) comply with (and demonstrate compliance with) its obligations under Applicable Privacy Laws, and (iii) conduct privacy and data protection impact assessments and related consultations of data protection authorities. In the event that any such request, question or complaint under this Section 8 is made directly to Vendor, Vendor shall inform Company providing full details of the same. Where necessary, Company shall inform Vendor of any other individual rights request that Vendor must comply with, and provide the information necessary for Vendor to comply with the request.

8. Audit

On reasonable prior written notice, Vendor agrees to provide Company (or its appointed auditors) with all information Company deems reasonably necessary for Company to audit Vendor's compliance with the requirements of this DPA, including completion of audit questionnaires, provision of security policies and

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summaries of assessments of compliance with any industry standards (such as ISO 27001, SSAE 16 SOC II), penetration testing and vulnerability scans.

9. Data Breach

In the event of a Data Breach, Vendor will:

9.1 Promptly notify Company without undue delay (and latest within 48 hours of becoming aware of the Data Breach) and provide Company with a reasonably detailed description of the Data Breach, the type of data that was the subject of the Data Breach and the identity of each affected person as soon as such information can be collected or otherwise becomes available, as well as any other information that Company may reasonably request relating to the Data Breach; and

9.2 Promptly (and latest beginning within 48 hours of discovery of the Data Breach) investigate the Data Breach, make reasonable efforts to mitigate the effects and harm of the Data Breach in accordance with its obligations under Section 5 (Confidentiality and Security) above, and provide any other assistance that Company may reasonably request relating to the Data Breach.

10. Deletion or Return of Data

Upon termination or expiry of this DPA, Vendor shall (at Company's election) destroy or return to Company all Company Data (including all copies of Company Data) in its possession or control (including any Company Data subcontracted to a third party for processing), unless any applicable law requires Vendor to retain Company Data.

11. Indemnity

Vendor will indemnify, keep indemnified and hold harmless Company, its clients, officers, directors, employees, agents, representatives and Affiliates (each an "**Indemnified Party**") from and against all third-party loss, harm, cost (including reasonable legal fees and expenses), expense and liability that an Indemnified Party may suffer or incur as a result of Vendor's non-compliance with the requirements of this DPA.

12. Miscellaneous

Except for the changes made by this DPA, the Agreement and/or any other agreements related to the Services remain unchanged and in full force and effect. If there is any conflict between any provision in this DPA and any provision in the Agreement or other agreements between the parties, this DPA controls and takes precedence.

IN WITNESS WHEREOF, the Parties have caused this DPA to be executed by their authorized representative effective as of the DPA Effective Date.

Company, INC.	**VENDOR**
By: _____	By: _____
Name: _____	Name: Arjun Bisen
Title: _____	Title: CEO
Date: _____	Date:

Vendor

Name:_Overwatch Data, Inc.

Complete Vendor Address: 651 N. Broad Street, Suite 201, Middletown DE, 19709

Appendix 1

ANNEX I

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. Name:

Address:

Contact person's name, position and contact details: As provided under the Agreement between data exporter and data importer.

Activities relevant to the data transferred under these Clauses: Transferring and accessing the data and any other activities related to receipt of the Services described under the Agreement.

Signature and date: The data exporter's signature to the DPA and date of that signature shall constitute the signature and date for this Appendix.

Role (controller/processor): For purposes of Module 1 of the Standard Contractual Clauses, data exporter is the Data Controller. For purposes of Module 2 of the Standard Contractual Clauses, data exporter is the Processor.

2. ...

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

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Data exporter's name, address, and contact person information shall be as set out under the Agreement between the data exporter and data importer. …

Activities relevant to the data transferred under these Clauses: …Processing in order to provide the Services to COMPANY as described in the Agreement between data exporter and data importer, including as described under the DPA and its appendices.

Signature and date: …The data importer's signature to the DPA and date of that signature shall constitute the signature and date for this Appendix.

Role (controller/processor): … Processor.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred'

Event organizers, attendees, employees, contractors and contacts

Categories of personal data transferred

Name, email address, billing and payment information, events booked, organized and attended and any other Personal Data that may be processed pursuant to the Agreement

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.
None anticipated
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continuously, for the length of the Agreement between the parties.

Nature of the processing

Personal data will be processed for purposes of fulfilling Vendor's obligations to Company under the Agreement and the DPA.

Purpose(s) of the data transfer and further processing

For Vendor to provide the Services to Company pursuant to the Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Personal data shall be retained for the length of time necessary to provide the Services under the Agreement, or as otherwise required by applicable law.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Vendor's sub-processors will process personal data to assist Vendor in providing the Services pursuant to the Agreement, for as long as needed for Vendor to provide the Services.

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority shall be the Irish Data Protection Authority.

ANNEX II - TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Policies for information security: The data importer agrees to implement a set of policies for information security that are defined, approved by management, published and communicated to employees and relevant external parties.

Review of the policies for information security: The data importer agrees to ensure that the policies for information security are reviewed at planned intervals or if significant changes occur to ensure their

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continuing suitability, adequacy and effectiveness.

Information security awareness, education and training: The data importer will ensure all employees of the organization and, where relevant, contractors should receive appropriate awareness education and training and regular updates in organizational policies and procedures, as relevant for their job function.

Acceptable use of assets: The data importer will ensure rules for the acceptable use of information and of assets associated with information and information processing facilities are identified, documented and implemented.

Classification of information: The data importer will ensure all information assets are classified in terms of legal requirements, value, criticality and sensitivity to unauthorized disclosure or modification. Disposal of media: The data importer will ensure all media is disposed of securely when no longer required, using formal procedures.

Disposal of Media: The data importer will ensure all media is disposed of securely when no longer required, using formal procedures.

Access control policy: The data importer will ensure an access control policy is established, documented and reviewed based on business and information security requirements.

Policy on the use of cryptographic controls: The data importer will ensure a policy on the use of cryptographic controls for protection of information has been developed and implemented.

Physical security perimeter: The data importer will ensure that security perimeters are defined and used to protect areas that contain either sensitive or critical information and information processing facilities.

Physical entry controls: The data importer will ensure secure areas are protected by appropriate entry controls to ensure that only authorized personnel are allowed access.

Secure disposal or re-use of equipment: The data importer will ensure all items of equipment containing storage media are verified to ensure that any sensitive data and licensed software has been removed or securely overwritten prior to disposal or re-use.

Controls against malware: The data importer will implement detection, prevention and recovery controls to protect against malware, combined with appropriate user awareness.

Information backup: The data importer will implement a backup policy to define the organization's requirements for backup of information, software and systems.

Management of technical vulnerabilities: The data importer will action technical vulnerabilities mitigation, to reduce exposure to such vulnerabilities and ensure appropriate measures are taken to address the associated risk.

Information systems audit controls: The data importer will implement carefully planned and agreed

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upon audit requirements and activities involving verification of operational systems to minimize disruptions to business processes.

Network controls: The data importer will ensure Networks are managed and controlled to protect information in systems and applications and ensure groups of information services, users and information systems are appropriately segregated.

Electronic messaging: The data importer will ensure information involved in electronic messaging will be appropriately protected.

Confidentiality or non-disclosure agreements: The data importer will ensure requirements for confidentiality or non-disclosure agreements reflecting the organization's needs for the protection of information are identified, regularly reviewed and documented.

Securing application services on public networks: The data importer will ensure information involved in application services passing over public networks is protected from fraudulent activity, contract dispute and unauthorized disclosure and modification.

Secure system engineering principles: The data importer will ensure principles for engineering secure systems are be established, documented, maintained and applied to any information system implementation efforts.

System security and acceptance testing: The data importer will ensure testing of security functionality is carried out during development and that acceptance testing programs and related criteria are established for new information systems, upgrades and new versions. The data importer will ensure test data is selected carefully, protected and controlled.

Reporting and responding to information security events: The data importer will ensure Information security events are reported through appropriate management channels as quickly as possible and will ensure information security incidents are responded to in accordance with the documented procedures.

Planning information security continuity: The data importer will determine its requirements for information security and the continuity of information security management in adverse situations, e.g. during a crisis or disaster.