

FedRAMP Terms and Conditions

1. **Term.** Unless terminated sooner in accordance with its terms, the engagement shall terminate upon the completion of Ignyte's services under the Engagement Letter. In addition, either party may terminate the Engagement Letter at any time by giving written notice to the other party not less than 15 calendar days before the effective date of termination.
2. **Ownership.**
 - a. **Ignyte Property.** Ignyte has created, acquired, owns or otherwise has rights in, and may, in connection with the performance of services under the Engagement Letter, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques, models, templates; software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems (collectively, the "Ignyte Property"). Ignyte retains all ownership rights in the Ignyte Property. Client shall acquire no right or interest in such property, except for the license expressly granted in the next paragraph. In addition, Ignyte shall be free to provide services of any kind to any other party as Ignyte deems appropriate, and may use the Ignyte Property to do so. Ignyte acknowledges that Ignyte Property shall not include any of Client's confidential information or tangible or intangible property, and Ignyte shall have no ownership rights in such property.
 - b. **Ownership of Deliverables.** Except for Ignyte Property, and upon full and final payment to Ignyte under the Engagement Letter, the tangible items specified as deliverables or work product in the Engagement Letter including any intellectual property rights appurtenant thereto (the "Deliverables") will become the sole property of Client. If any Ignyte Property is contained in any of the Deliverables, Ignyte hereby grants Client a royalty-free, paid-up, non-exclusive, perpetual license to use such Ignyte Property in connection with Client's use of the Deliverables.
3. **Limitation on Damages.** Except for each party's indemnification obligations as set forth below, neither Client nor Ignyte shall be liable to the other for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Engagement Letter for an aggregate amount in excess of one times the fees paid or owing to Ignyte for services rendered by Ignyte under the Engagement Letter. In no event shall either party be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort or otherwise.
4. **Indemnification.** Each party agrees to indemnify, hold harmless and defend the other party from and against any and all third-party claims, suits and actions and all related damages, settlements, losses, liabilities costs and expenses, including, without limitation, reasonable attorney fees (collectively, "Liabilities") which the other party may sustain or incur, to the extent such Liabilities result from the gross negligence or willful misconduct of the indemnifying party.
5. **Confidentiality.**
 - a. "Confidential Information" means all documents, software, reports, data, records, forms and other materials obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party") in the course of performing the services under the Engagement Letter: (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Disclosing Party to the Receiving Party; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, Confidential Information does not include information which: (i) is already known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) is or becomes publicly known through no wrongful act of the Receiving Party; (iii) is independently developed by the Receiving Party without benefit of the Disclosing Party's Confidential Information; (iv) is received by the Receiving Party from a third party without restriction and without a breach of an obligation of confidentiality.
 - b. The Receiving Party will deliver to the Disclosing Party all Confidential Information of the Disclosing Party and all copies thereof when the Disclosing Party requests the same, except for one copy thereof that the Receiving Party may retain for its records. The Receiving Party shall not use or disclose to any person, firm or entity any Confidential Information of the Disclosing Party without the Disclosing Party's express, prior written permission; provided, however, that notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent that it is required to be disclosed pursuant to a statutory or regulatory provision or court order (including any subpoena or other forms of process) or to the extent necessary to fulfill professional obligations and standards. The Receiving Party will provide the Disclosing

Party with prompt notice of any request to disclose any confidential information so that the Disclosing Party may object to the request and/or seek an appropriate protection order.

- c. The Client permits Ignyte to release, directly to the Federal Risk and Authorization Management Program Project Management Office (FedRAMP PMO), FedRAMP Joint Authorization Board (JAB), and the US Federal Government Authorization Agency without any additional consent, approval or permission of Client, (i) all Security Assessment Reports (“SAPs”) and related Assessment results generated in connection with Ignyte’s Assessments of Client on or after notice of the Disclosure Readiness Requirement, including without limitation, working papers, notes and other materials and information generated in connection with such Assessments and (ii) any and all additional agreements or other materials necessary to enable Ignyte to comply with FedRAMP Disclosure Compliance Requirements.
6. **Miscellaneous.** Ignyte may communicate with Client by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. Client accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and agrees that it may rely only upon a final hardcopy version of a document or other communication that Ignyte transmits to Client. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Ohio, without giving effect to the provisions related to conflict of laws.