

ISA Cybersecurity Inc.

Consulting Services Agreement Extract

Version 1.0: August 11, 2023

1. ISA's Cybersecurity Intelligence and Operations Centre (CIOC)

Our hosted & managed security services are staffed and delivered 24/7 by 365 through our SOC 2 Type 2 certified [Cybersecurity Intelligence and Operations Centre \(CIOC\)](#). The CIOC team consists of 30+ highly trained cyber security professionals leveraging Canadian data centres. Unlike other Security Operations Centres, ISA's CIOC has analysts working around the clock providing an "eyes on glass" service ensuring our customer's alerts are actioned even in the middle of the night.

ISA Cybersecurity's state-of-the-art CIOC is designed to have unparalleled physical security capabilities and a multi-tenant cloud offering powered by an industry leading SIEM technology solution with complete redundancy at the collection, management, and data layers. We've got the top cyber security and IT managed security services and highly qualified professionals on board. With our state-of-the-art managed security services paired with our consulting group, your team can rest at night knowing ISA is providing protection from malicious threats.

2. Consulting Services Agreement Extract

1. General. All Services details, incl. Licensing & Privacy policies, for projects or services provided by ISA Cybersecurity Inc. are provided in the corresponding Statement of Work which will be provided to the client following the appropriate scoping exercise.
2. Licensing. The Services will be performed by qualified ISA personnel in a professional manner consistent with industry standards. Any license of software granted by ISA to Customer shall be governed by a separate software license agreement between the software vendor and Customer.
3. Proprietary Rights. The Services and any deliverables arising therefrom do not constitute works for hire. Accordingly, Customer agrees that ISA exclusively owns any and all object code, source code, flow charts, documentation, information, reports, test results, findings, ideas and any and all works, deliverables, and other materials developed hereunder (collectively, the "Work Product") and that all right, title and interest thereto shall remain with ISA. All applicable patents, copyrights, trademarks, trade secrets and other rights and interests in the Work Product are and shall at all times remain the exclusive property of ISA.
4. Non-Disclosure and Non-Use. All data relating to Customer's business, operations, proprietary information and customers acquired by ISA as a result of performance of the Services which has been marked "Confidential", "Proprietary" or the like, shall be maintained as confidential by ISA. Customer shall not sell, transfer, publish, disclose, display or otherwise make available any Work Product to any third parties whatsoever, and shall take reasonable steps to prevent its agents, employees or independent contractors from doing any of the foregoing. Each party shall treat as strictly confidential the other party's proprietary information and neither party shall use the other party's proprietary information in any manner whatsoever other than strictly in accordance with the purposes of the Statement of Work, signed by all parties. The disclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to other available legal remedies.

5. Limitation of Liability. Except for either party's breach of its confidentiality obligations herein, neither party shall have liability to the other party for consequential, exemplary or incidental damages arising out of or in connection with the Consulting Services agreement, even if such party has been advised of the possibility of such damages, provided that ISA shall not be liable for any delay in providing any of the services to the extent such delay is caused by customer's failure to provide all reasonable cooperation and accommodation pursuant to the Consulting Services Agreement or to perform duties necessary to allow vendor to provide the services. In no event shall ISA be liable to customer for any damages arising out of or in connection with the Consulting Services agreement or the services that are in excess of the amounts actually paid by customer hereunder. ISA shall have no liability or obligation for any damages that arise from the customer's use of any ISA products that may be provided by ISA, whether as part of or in combination with any devices, parts or software not provided by ISA, including where such use is inconsistent with the designed purpose of the products. Customer acknowledges that the fees to be paid by customer to ISA reflect the allocation of risk set forth in the Consulting Services agreement and that ISA would not enter into that agreement without these limitations on its liability. The above exclusions apply to the extent that the damages would have been avoided but for such use or combination.
6. Personal Information. For the purposes of this paragraph, "Personal Information" shall have the meaning attributed to such term within the provisions of Part 1 of the *Personal Information Protection and Electronic Documents Act* ("PIPEDA"). Customer and ISA shall each comply with the provisions of PIPEDA and with their own respective privacy policies and procedures with respect to all Personal Information that is collected, used, or disclosed by either party as a result of the Consulting Services Agreement. Subject to the provisions of the Consulting Services Agreement, each Party agrees to promptly cease all use of all Personal Information received from the other party pursuant to the Consulting Services Agreement upon any termination or expiry of the Consulting Services Agreement and to promptly return all such Personal Information to the other party by a secure and confidential means without delay. Customer and ISA shall defend, indemnify, and hold the other party harmless from and against any and all claims suffered or incurred by the other party at any time or times as a result of any alleged and/or actual breach by Customer or ISA, as applicable, of the provisions of PIPEDA and/or any of the terms contained in this paragraph.