



# Master Service Agreement (MSA) General Terms and Conditions

## 1. Term and Termination.

**1.1 MSA Term.** The MSA will continue in effect for as long as any Order Form remains in effect unless earlier terminated as provided below.

**1.2 Order of Precedence.** These General Terms and Conditions, any Service Attachments, Statements of Work, Service Level Agreements, Order Form, and other associated Appendices and Attachment documents are collectively referred to as (the "**Agreement**") and are incorporated by reference and constitute the entire agreement between us and you. The documents listed in this paragraph shall be and described in the applicable Service Attachments and Statements of Work. All Service Attachments subject to the terms and conditions of this Agreement and will include the following: (i) the particular Service(s) being purchased; (ii) the term of the Service(s) (confirmation of the term of the Service(s) being purchased); and (iii) any other terms agreed to by the parties.

**1.4 Work on Customer Premises.** If and to the extent that the implementation, performance or delivery of the Services require us to be present at your premises, then, upon receiving travel approval from you and subject to adherence to our travel reimbursement policy, or other travel reimbursement guidelines see





Services only, the Services delivered to You, subject to the restrictions set forth below.

- 3.6** You, when applicable, will: (i) use the Services for your internal security purposes, (ii) be responsible for designating/authorizing customer users and (iii) will not, for itself, or any third party: (a) sell, rent, license, assign, distribute, or transfer any of the Services (other than to an Affiliate); (b) decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any source code of the software utilized by the Services; (c) copy any Software or Documentation, except that you may make a reasonable number of copies of the Documentation for your internal use (provided Customer reproduces on such copies all proprietary notices);



other party.

**6.2 Recipient Obligations.** A party receiving Confidential Information will (i) restrict the use of the Confidential Information to those purposes necessary for the performance of the receiving party's obligations and the exercise of the receiving party's rights under this Agreement, and (ii) during the term of this Agreement and thereafter, safeguard against disclosure of the Confidential Information to third parties using the same degree of care to prevent disclosure as it uses to protect its own information of like importance, but at least reasonable care. All proprietary and copyright notices in the original must be affixed to copies or partial copies of Confidential Information made by a receiving party. Each



service bureau purposes, or otherwise use or allow others to use for the benefit of any third part





Terms and Conditions Applicable to Professional Security Consulting Services



5. **Applicable to Compliance Consulting Services:** Should an SOW include compliance testing or assessment or other similar compliance advisory Services (“Compliance Services”), Customer understands that, although SilverSky’s Compliance Services may discuss or relate to legal issues, (i) SilverSky does not provide legal advice or services, (ii) none of such Compliance Services shall be deemed, construed as or constitute legal advice, and (iii) Customer is ultimately responsible for retaining its own legal counsel to provide legal advice. Furthermore, the Customer Reports provided by SilverSky in connection with any Compliance Services shall not be deemed to be legal opinions and may not and should not be relied upon as proof, evidence or any guarantee or assurance as to Customer’s legal or regulatory compliance.
6. **Applicable to Industry Standard Compliance Consulting Services:** Should an SOW include industry standard compliance auditing, testing or assessment or other similar compliance advisory Consulting Services (“Industry Standard Compliance Services”), the Customer understands that SilverSky’s Industry Standard Compliance Services do not constitute any guarantee or assurance that security of Customer’s systems, networks and assets cannot be breached or are not at risk. Industry Standard Compliance Services are an assessment, as of a particular date, of whether the Customer’s systems, networks, assets, and any compensating controls meet the applicable industry standards. Mere compliance with industry standards may not be sufficient to eliminate all risks of a security breach of the Customer’s systems, networks and assets. Furthermore, SilverSky is not responsible for updating its reports and assessments, or enquiring as to the occurrence or absence of such, in light of changes to Customer’s systems, networks and assets after the date that SilverSky issues its final customer report pursuant to an SOW, absent a Change Order or a separately signed SOW expressly requiring the same.