



SAAS SERVICES AGREEMENT

This SaaS Services Agreement (“Agreement”) is entered into on this [REDACTED] (the “Effective Date”) between Entromy, LLC with a place of business at One Boston Place, Suite 2600, Boston, MA 02108 (“Company”), and [FULL LEGAL NAME OF CUSTOMER] (“Customer”). Customer and Company are individually hereinafter referred to as a “party” and collectively as the “parties”. This Agreement incorporates by reference the SOWs (as defined below) issued hereunder. There shall be no force or effect to any different terms of any related purchase order or similar form unless signed by the parties after the date hereof.

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will provide Customer the services specified in the applicable SOW (the “Services”) in accordance with the Service Level Terms attached hereto as Exhibit B. “SOW” means a written statement of work referencing this Agreement executed by both parties substantially in the form attached hereto as Exhibit A. No Services will be provided except pursuant to an SOW duly executed by both parties. In the event of any conflict between this Agreement and any SOW, the terms of this Agreement shall govern, except to the extent the applicable SOW expressly references the provision of this Agreement to be overridden. As part of the registration process, Customer will identify an administrative username and password for Customer’s Company account. Company may refuse to issue, or may revoke, any credential that does not meet Company’s published security requirements or that Company reasonably believes has been compromised or is being used in violation of this Agreement. Company will notify Customer promptly of any such action.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support of the Services in accordance with Company’s standard practice.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will (i) comply with all applicable laws; (ii) take all necessary steps to prevent unauthorized access to or use of the Services or Software (as defined below); (iii) notify Company immediately of any such unauthorized access or use; and (iv) use the Services and Software only for Customer’s own internal business purposes and solely in accordance with Company’s instructions and the terms of this

Agreement. Customer will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); (b) modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted in writing by Company); (c) use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels; or (d) violate any applicable law (e) transmit any virus or programming routine intended to damage, surreptitiously intercept, or expropriate any system or data; (f) attempt to gain, or assist others with attempting to gain unauthorized access to Company’s network, systems the Software, or the Services; (g) engage in any activity that violates the rights of others or that interferes with or disrupts the Services or Software; or (h) upload any file containing any back door, time bomb, Trojan horse, worm, virus or similar malicious code.

2.2 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer’s account or the Equipment with or without Customer’s knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical, or financial information relating to the Disclosing Party’s or its clients’ business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company solely to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to protect such Proprietary Information, and (ii) not to use (except to the extent necessary to perform of its obligations or exercise of its rights under this Agreement) or divulge or disclose to any third person any such Proprietary Information, provided that Receiving Party may disclose Proprietary Information to the extent necessary to perform its obligations or exercise of its rights under this Agreement to those of its officers, directors employees, contractors, representatives, agents and affiliates (collectively, “Representatives”) who have a need to know such Proprietary Information, provided that each such Representative is bound by obligations of confidentiality broad enough to encompass such Proprietary Information that are at least as protective thereof as this Agreement. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it without any obligation of confidentiality prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party. Receiving Party may disclose Proprietary Information in accordance with a legally binding judicial or other governmental order, provided that, to the extent permitted by applicable law, Receiving Party provides Disclosing Party with prompt notice of the same and cooperates with Disclosing Party in connection with any actions taken by Disclosing Party to protect such Proprietary Information, including without limitation the seeking of an

appropriate protective order or other remedy. Notwithstanding any other provision to the contrary, Receiving Party may disclose to potential acquirers, potential and existing lenders, and/or potential and existing investors the existence, terms and subject matter of this Agreement (including any SOW hereunder), provided that such third parties are advised by Receiving Party of the confidentiality requirements of this Agreement and are bound by an obligation of confidentiality to Receiving Party that serves to protect such information on terms no less restrictive than those contained in this Agreement. As part of its obligations hereunder, Company further agrees to the additional data security terms attached hereto as Exhibit D.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with implementation Services or support, and (c) all intellectual property rights in and/or to or otherwise related to any of the foregoing. Notwithstanding the foregoing, nothing in this Section shall be construed to grant Company any right, title or interest in or to Customer’s Proprietary Information (including Customer Data), which remains subject to Section 3.1, or in or to any feedback or suggestions provided by Customer to the extent the same contain Customer’s Proprietary Information.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, Customer Data and data derived therefrom), and Company will be free (during and after the Term (as defined below) hereof) to (i) use and retain such information and data to improve and enhance the Services and for other development, diagnostic, benchmarking, and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. For the avoidance of doubt, no

Customer Data or other Customer Proprietary Information in a form that identifies Customer or any individual shall leave Company's environment or be disclosed to any third party, and any data disclosed pursuant to clause (ii) above shall be aggregated or de-identified such that neither Customer nor any individual can be identified. No rights or licenses are granted except as expressly set forth in this Agreement.

3.4 Customer represents, warrants, and covenants that: (i) it has (and will have) processed, collected, and disclosed all Customer Data in compliance with applicable law and provided any notice and obtained all consents and rights required by applicable law to enable Company to lawfully process Customer Data as permitted by the Agreement; (ii) it has (and will continue to have) full right and authority to make the Customer Data available to Company under the Agreement; and (iii) Company's processing of the Customer Data in accordance with the Agreement and/or Customer's instructions does and will not infringe upon or violate any applicable law or any rights of any third party.

4. PAYMENT OF FEES

4.1 Customer will pay Company the fees set forth in the applicable SOW (the "Fees"). If Customer's use of the Services exceeds the Services capacity set forth in the applicable SOW or otherwise requires the payment of additional fees (per the terms of this Agreement or the applicable SOW), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon sixty (60) days prior notice to Customer (which may be sent by email). All Fees under this Agreement are non-refundable. Customer may withhold payment of disputed amounts until such dispute is resolved, provided that Customer (i) makes the dispute in good faith; (ii) pays all undisputed amounts in accordance with the terms of this Agreement and the applicable SOW; and (iii) provides to Company in writing, within thirty (30) calendar days of receipt of the applicable invoice or billing statement, a description of the disputed amounts. If

Customer does not provide such notice within such 30-day period, all amounts under such invoice shall be deemed undisputed. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid undisputed amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services, other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the applicable SOW, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior notice.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' written notice (or without notice in the case of nonpayment of undisputed amounts), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon Customer's written request, whether during the Term or following termination, Company will delete Customer Data within thirty (30) days, excluding (i) data that has been aggregated or de-identified in accordance with Section 3.3, (ii) copies retained in routine backups, which are overwritten in the ordinary course, and (iii) data Company is required to retain by applicable law. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER; INDEMNIFICATION

Company shall use commercially reasonable standards to maintain the Services in a manner designed to minimize errors and interruptions in the Services. Company shall perform implementation Services (to the extent specified in the applicable SOW) in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. Reports, insights, benchmarks and recommendations provided by Company are informational and advisory in nature, are derived from data supplied by Customer and from Company's benchmark set, and are not a substitute for Customer's own judgment. Customer is solely responsible for any decision or action it takes, or declines to take, in reliance on them. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES, TECHNICAL SUPPORT, AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Company agrees to indemnify and hold Customer and its officers, agents, directors and employees harmless against all claims, losses, expenses (including reasonable attorney's fees) and injuries to person or property (including death) arising out of (i) Company's breach of its confidentiality obligations under Section 3; (ii) Company's breach of its data security or data protection obligations under Exhibit D or the DPA; (iii) Company's gross negligence or willful

misconduct; or (iv) an allegation that the Services or Software provided hereunder infringe such third party's intellectual property rights. In the event of such third-party claims of intellectual property infringement, Company, at its sole option and expense, shall have the right to (i) procure for Customer rights to the continued use of such Services or Software, (ii) replace such Services or Software with non-infringing Services or Software, or (iii) modify such Services or Software to be non-infringing. If Company determines that the foregoing options are not reasonably practicable, Company may terminate this Agreement and refund Customer any unused pre-paid fees on a pro rata basis that are attributable to Services and Software that will not be provided due to such termination. Such remedy, together with the indemnity obligations hereunder, shall be Customer's sole recourse against Company for any such third-party allegation or claim of infringement. Customer agrees to indemnify and hold Company and its officers, agents, directors and employees harmless against all claims, losses, expenses (including reasonable attorney's fees) and injuries to person or property (including death) arising out of any third-party claim arising out of (i) Customer's breach of its representations, warranties and covenants regarding Customer Data under this Agreement or the DPA, including any failure to provide required notices or obtain required consents; (ii) Customer's breach of Section 2 (Restrictions and Responsibilities); (iii) Customer's breach of its confidentiality obligations under Section 3; or (iv) Customer's gross negligence or willful misconduct. The indemnification obligations in this Section are conditioned upon the indemnified party: (a) promptly notifying the indemnifying party in writing of the claim, provided that any delay in notice shall relieve the indemnifying party of its obligations only to the extent it is materially prejudiced thereby; (b) giving the indemnifying party sole control of the defense and settlement of the claim; and (c) providing reasonable cooperation at the indemnifying party's expense. The indemnifying party shall not settle any claim in a manner that admits fault on the part of, or imposes any non-monetary obligation or unreimbursed liability on, the indemnified party without its prior written consent, such consent not to be unreasonably withheld.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, NEITHER PARTY, NOR ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL BE RESPONSIBLE OR LIABLE TO THE OTHER PARTY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND EXCLUSIONS SHALL NOT APPLY TO: (I) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 3; (II) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 OR UNDER THE DPA; (III) CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS; OR (IV) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision

will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party except with the other party's prior written consent; provided that either party may assign this Agreement to a successor in connection with a change of control, merger, acquisition, or sale of all or substantially all of its assets, upon written notice to the other party, so that continuity of the Services is preserved. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Massachusetts without regard to its conflict of laws provisions. The exclusive venue for any dispute arising out of or relating to this Agreement shall be Suffolk County, Massachusetts. By entering in this Agreement, the parties hereby enter into the [Data Processing Addendum](#) attached hereto as Exhibit E (the "DPA"), which is incorporated into this Agreement in its entirety. The DPA may be amended only by a written instrument signed by both parties. In this Agreement, unless a clear contrary intention appears: (i) where not inconsistent with the context, words used in the present tense include the future tense and vice versa and words in the plural number include the singular number and vice versa; (ii) reference to any person includes such person's successors and

assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement; (iii) reference to any gender includes each other gender; (iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and includes all addenda, exhibits and schedules thereto; (v) the titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement; (vi) “hereunder,” “hereof,” “hereto,” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or Subsection of this Agreement; (vii) “including” (and with correlative meaning, “include”) means including without limiting the generality of any description preceding such term; (viii) any reference to “dollars” means United States Dollars; (ix) all references to “days” refer to calendar days; and (x) the word “or” is not exclusive. This Agreement has been executed in English and the English language version shall control notwithstanding any translations of this Agreement. Unless otherwise expressly permitted under this Agreement, all deliverables will be in English.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Entromy, LLC:

Customer:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

Address: One Boston Pl, St 2600
Boston, MA 02108

Address: _____



EXHIBIT A

SAMPLE ONLY for Statement of Work

This Statement of Work (“SOW”) is between [FULL LEGAL NAME OF CUSTOMER] (“Customer”) and Entromy, LLC with offices at One Boston Place, Suite 2600, Boston, MA 02108 (“Company”) and is made pursuant to that certain SaaS Services Agreement, dated as of [EFFECTIVE DATE OF AGREEMENT] (the "Agreement"), between Customer and Company. The terms of the Agreement are incorporated into SOW by reference and capitalized terms used but not defined in this SOW have the meanings ascribed to them in the Agreement.

Customer: #####	Company: Entromy, LLC
Address: #####	Address: One Boston Place, Suite 2600, Boston, MA 02108 info@entromy.com
Contact: #####	Contact: #####
Phone: #####	Phone: #####
E-Mail: #####	Email: #####
Signature: #####	Signature: #####
SOW term	#####
Proposal	#####
Service Level	#####
Pricing	#####
Optional Add-on Services	#####
Payment terms	#####

Roles & Responsibilities

Company Responsibilities

During the service terms, Company will provide the following Services:

- Unlimited access to Entromy’s Organizational Health Baseline (OHB) platform
- Diagnostic design and deployment best practices
- Train the trainer and general guidance to support Customer in preparing and configuring the diagnostic. Customer is responsible for monitoring responses throughout deployment.
- Ongoing access to new features from Entromy for the duration of term
- Necessary technical support and training
- Standard diagnostic questions in English

Customer Responsibilities



- Assign a project manager to lead engagement(s) with Company
- Provide access to necessary employee data. Customer drives this process: Customer determines what data it provides and is solely responsible for the accuracy, completeness, and quality of that data. To deploy the diagnostic and produce trending across cycles, the employee file must include, at minimum, a work email address and a unique employee identifier. Commonly provided optional fields include name, hire date, department, division, and manager, which enable segmented reporting. Entromy will walk Customer through the file format and support Customer in preparing the file. Customer is solely responsible for uploading the data into the platform, and Entromy is not responsible for errors, omissions, or inaccuracies in the data Customer provides, or for outcomes resulting from them.
- Active collaboration with Company with regards to: diagnostic design, testing, launch, monitoring, and results collation & interpretation

The Entromy Platform

The Entromy platform will be hosted on AWS and will provide Customer with:

- Configurable levels of privacy and security
- Refined development processes and continuous integration and quality assurance
- Real-time summarized views of both fixed answer and open text responses
- The organization of reports including the executive summary and detailed data, prioritized and summarized
- The ability to track trends over time
 - The ability to provide access to teams at varying levels



EXHIBIT B
Service Level Terms

Company will use commercially reasonable efforts designed to ensure that the Services shall be available 99%, measured monthly, excluding scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 2x portion of Fees attributable to such period of downtime. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within twenty-four (24) hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the downtime incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.



EXHIBIT C

Support Terms

Company will provide technical support with respect to Services to Customer via electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Eastern time, with the exclusion of Federal Holidays (“**Support Hours**”).

Customer may initiate a helpdesk ticket any time by emailing [support@entromy.com].

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

EXHIBIT D

Data Security Terms

Encompassed within Company's obligations hereunder, the following additional terms shall apply with respect to Customer's Proprietary Information (including but not limited to the Customer Data). Company agrees to store, maintain and protect Customer's Proprietary Information in accordance with laws, rules, regulations and orders of any governmental authority having relevant jurisdiction, in each case to the extent that such laws, rules, regulations and orders are applicable to Company. Furthermore, Company agrees to the following terms:

- (1) Company shall safeguard the physical integrity and condition of all equipment and facilities where Customer's Proprietary Information is held, stored, or archived. Company agrees that it has implemented a data privacy incident reporting process for the prompt reporting to Customer of any confidentiality or security breaches of Customer's Proprietary Information. Company agrees to conduct an ongoing (annual or when changes occur) security assessment of its protocols so that they are maintained in accordance with industry standards.
- (2) To the extent required by applicable law, Company shall not use, process or transfer or transport Customer's Proprietary Information in unencrypted electronic format (including but not limited to unencrypted computers or laptops, data tapes, USB keys or drives, hard drives and similar devices) and will be required to implement Full Disk encryption on all workstations and laptops, such that no unencrypted workstations or machines are used in conjunction with Customer's Proprietary Information.
- (3) Company shall provide education and training to its employees and contractors regarding proper use, handling and security of Customer's Proprietary Information and Company's data security program.
- (4) Company shall utilize antivirus programs that are capable of detecting, removing, and protecting against known types of malicious or unauthorized software with reasonably frequent antivirus signature updates.
- (5) With regards to the handling of Customer's Proprietary Information, Company shall establish and maintain mechanisms for vulnerability and patch management that are designed to evaluate application, system, and network device vulnerabilities and apply supplier-supplied security patches in a reasonably timely manner taking a risk-based approach for prioritizing critical patches.
- (6) Company shall conduct regular application penetration tests and network vulnerability scans of its hosted environment at least once per year and shall demonstrate to the Customer as requested that findings resulting from those tests are remediated in a timely and effective manner.
- (7) Company shall make available, upon Customer's reasonable request, appropriate personnel for Customer to discuss and review Company's compliance with the terms and conditions of this Agreement that relate to data security and privacy. Each party shall work with the other party in good faith to address and resolve any reasonable concerns regarding Company's compliance with such obligations.
- (8) Company shall inform Customer in writing of a security breach impacting Customer's Proprietary Information within forty-eight (48) hours after becoming aware thereof. This identification doesn't necessarily mean a determination of loss of Customer's Proprietary Information.