

Managed Risk Services - Advisory Services General Information

1. Summary

The general information contained in this document applies to all eSentire Managed Risk Services which are advisory in nature (the “**Advisory Services**”). The information contained herein, applies to such Advisory Services, unless otherwise stated in the applicable Service Description or Order Form.

2. Service Descriptions

Advisory Services include different cybersecurity support services (each individual offering, a “**Service**”) related to the creation, oversight, and implementation of Client’s formal cybersecurity program, as well as assessing such program’s effectiveness, and providing security consulting services related to supporting the security of Client’s IT infrastructure. All services are delivered by eSentire remotely, unless otherwise agreed to in advance and in writing. Client may order one or more Services by executing an Order Form, which will identify the scope and associated fees. Descriptions of individual Services provided by eSentire within the Advisory Services category are summarized in the Managed Risk Service section of the eSentire contracts page, located at this link: <https://www.esentire.com/legal/documents> (see “**MRS - Advisory Services**”).

Advisory Services typically result in a report, and if applicable as part of the Service requested, eSentire will provide to Client an executive summary of the scope, approach, findings, and its recommendations in connection with the Service provided to Client. If applicable, eSentire will provide a technical report including, but not limited to, the methodology employed, positive security aspects identified by eSentire, detailed technical findings, and, in eSentire’s opinion, risk rating of vulnerabilities identified by eSentire accompanied by exhibits of such vulnerabilities, in each case, when appropriate. eSentire may also provide, if applicable, technical remediation steps connection with the Services provided to Client. Client may, upon request, discuss the findings of such reports with eSentire.

3. Responsibilities

3.1. eSentire Responsibilities. In the delivery of each Service, eSentire shall:

- make available such personnel with requisite technical and project management expertise as required to complete the Service ordered by Client provided that eSentire may supplement or replace such personnel when, in eSentire’s judgment, the Services will benefit from such supplementing or replacement; and
- designate a project manager who shall have overall responsibility for the Services ordered by Client and who shall interface with Client’s project coordinator.

3.2. Client Responsibilities. During the term of any Service, Client shall be responsible for the following (as needed):

- providing eSentire with reasonable access to Client’s IT infrastructure, including without limitation:
 - a copy of Client’s relevant IT policies and procedures;
 - access to members of Client’s IT staff upon request by eSentire; and
 - any other resources that eSentire reasonably requests and are required for the delivery of the Service.
- any and all data and systems which Client grants access to for receipt of the Services;
- obtaining all necessary licenses, permissions, and consents to enable eSentire to access Client’s network and servers in order to provide the Service;
- designating and maintaining a project coordinator to work directly with and serve as the primary Client contact with eSentire for the duration of Client’s receipt of the Service from eSentire;
- creating, maintaining, and enforcing its security policies to protect the security of Client Data (including any

personal information), its computer network and other systems and facilities;

- its choice of equipment, systems, software, and online content;
- providing accurate IP addresses to eSentire; and
- prior to eSentire commencing any Service, notifying eSentire of all unique or non-standard system and application characteristics of Client's systems, or of any system, application, or equipment modifications known or suspected to be potential problems, or deviations from industry standard practices (for example, unique testing procedures, naming conventions, user exits, local code modifications or custom implementations).

Should Client fail to perform its obligations in the time and manner specified or contemplated above, or should any assumption set out herein with respect to any Service fail to be valid or accurate, then eSentire will not be responsible for any related delay or damages.

4. Advisory Service Terms

Client acknowledges and agrees to the following Advisory Service terms:

- 4.1 In the course of providing certain Advisory Services, eSentire will attempt to and may in fact breach Client's security systems and other technology assets. If applicable, all intrusions effected by eSentire as part of the Advisory Services will be limited solely to those necessary to perform the Service. Accordingly, Client agrees to allow such invasive techniques to be performed in connection with certain Advisory Services and further agrees not to hold eSentire, its employees, or agents liable for any security breaches in connection with the provision of the Advisory Services. For the purposes of the foregoing, security breaches include (i) incidents of unauthorized access to Client's systems, whether temporary or permanent, full, or partial, (ii) corruption of Client Data, and/or (iii) temporary or permanent unavailability of Client's security systems and other technology assets.
- 4.2 eSentire will not be responsible for Client-owned and operated infrastructure related to the delivery of the Advisory Services, and Client acknowledges its responsibility to keep security systems and other technology assets not owned or provided by eSentire updated, secured and protected.
- 4.3 Client hereby represents and warrants to eSentire, and acknowledges eSentire's reliance on such representation and warranty, that all IP addresses provided to eSentire, are owned, operated, licensed, or controlled by Client and or its employees, consultants, or authorized agents. eSentire is not liable for any losses, liabilities, damages, fines, penalties, deficiencies, costs, or expenses, including the reasonable fees and reasonable expenses of legal counsel, accountants or other experts and professional advisers, arising from, or relating to any incorrect IP address information provided to eSentire in connection with its provision of any Advisory Services.
- 4.3 In the event testing of any IP address not owned by Client is required, Client shall provide prior notice to eSentire and have secured all necessary consents, permissions, and waivers from the owner of such IP address prior to eSentire performing any testing.
- 4.4 If at the request and with approval of Client eSentire personnel is required to provide any Advisory Services at Client premises or any location designated by Client, eSentire shall be reimbursed for reasonable travel and related expenses in addition to the fees for the applicable Advisory Service. Itemized receipts can be provided for actual expenses incurred, upon Client's request.