Perry Johnson Registrars, Inc.
TERMS AND CONDITIONS

1. General

Pursuant to the Registration/Certification Agreement for Services ("Agreement for Services") between Perry Johnson Registrars, Inc. (hereinafter referred to as "PJR") and the organization listed in Agreement for Services (hereinafter referred to as "Organization"), PJR agrees to provide to the Organization CMMC assessment services, as more fully described in the Agreement for Services.

The Agreement for Services consists of the front portion of the Registration/Certification Agreement for Services, any purchase order issued by the Organization (as modified by these Terms and Conditions), any confidentiality and/or nondisclosure Agreement for Services between Organization and PJR, these Terms and Conditions, and documents listed in Section 2 of these Terms and Conditions. The Agreement for Services does not include any terms and conditions contained in any of the Organization's purchase orders, materials, or documents or those incorporated by reference in any of the Organization's purchase orders, materials or documents. Legal relationships between Organization and PJR are governed exclusively by the Agreement for Services. By executing the Agreement for Services, the Organization acknowledges having actual knowledge of the clauses of these Terms and Conditions and of all of the documents referenced in Section 2 hereof and agrees to comply with these Terms and Conditions and of all of the documents referenced in Section 2 hereof. To the extent of any inconsistency between these Terms and Conditions and any confidentiality and/or nondisclosure Agreement for Services between PJR and Organization, or between these Terms and Conditions and any documents referenced in Section 2 hereof, these Terms and Conditions shall control and supersede.

Any terms or conditions of the Organization which are contradictory or supplementary to, or which deviate from these Terms and Conditions, or any objection, Agreement for Services or other attempt by Organization purporting to add to or modify these Terms and Conditions, shall not apply or be binding upon PJR unless expressly approved in writing by the President of PJR. To the extent Organization's purchase order, documents or materials or any accompanying terms and conditions have additional or conflicting terms or conditions, these Terms and Conditions shall control and supersede the Organization's conflicting terms and conditions, and all such Organization's terms and conditions are hereby rejected and are expressly objected to by PJR without further notification. Under no circumstances shall the performance of services for the Organization, or the receipt of payment from the Organization, be construed as acceptance of the Organization's terms or conditions. Any reference to Terms and Conditions shall be construed to be the reference to PJR's Terms and Conditions.

2. References

The following documents are considered normative.

2.1 Cyber AB Assessment Process (CAP) latest version
2.2 Code of Professional Conduct (CoPC) latest version

3. Responsibilities of PJR

3.1 PJR will provide CMMC assessment services and .report to the Organization in writing the results of such assessments. PJR assessments will be subject to the following: a) PJR assessments shall comply with the safety and security requirements of the Organization; b) The assessment shall be conducted during the normal business hours of the Organization; and c) PJR will not interfere with the performance of any work by the Organization except to verify conformance to the standard requirements.

3.2 PJR and its assessors cannot providing CMMC assessment services to the Organization or any of its sites to which the assessors themselves, PJR, or its related have provided consulting services within the past three years.

3.3 PJR stipulates the following regarding assessment scheduling.

3.3.1 Minimum gap: A minimum of one week must elapse between the completion of Phase 1 activities and commencement of Phase 2 activities;
3.3.2 Recommended gap: A gap of three weeks between Phase 1 completion and Phase 2 commencement is recommended to allow for proper documentation preparation and remediation of identified gaps;
3.3.3 Shorter gap by agreement: PJR and Organization may mutually agree in writing to a Phase 2 start date within the minimum gap period; however, standard Phase 2 cancellation terms shall apply. PJR shall not have additional liability as a result of proceeding with a compressed timeline that was mutually agreed upon in writing.

4. Responsibilities of Organization

As a party to the Agreement for Services, Organization agrees:

4.1 Organization will provide PJR with all documents, information, facilities, and other assistance that may be required to enable PJR to carry out its responsibilities under the Agreement for Services through secure means.

4.2 Organization will timely and faithfully make all payments required under the terms of the Agreement for Services.

4.3 It is incumbent upon the Organization to notify PJR in writing and in a timely fashion of material changes in its: legal status; commercial status; legal ownership; key managerial, decision-making or technical staff; number of employees; changes in location or number of sites; significant damage to the site, e.g., damage by fire or natural disaster such as a flood; changes to the physical building(s) and/or processing operations and equipment; changes in the scope of operations under the certified management system or major changes to the management system and processes; or any other factors influencing the Organization. Some changes may prompt a revision to previously quoted assessment duration.

4.4 Organization will ensure the health and safety of PJR representatives during on-site assessments.

4.5 In the event assessment activity or any other source uncovers circumstances not previously revealed by the Organization (e.g. additional locations, processes, or employees) or if the Organization has not addressed previously identified nonconformities or concerns, PJR reserves the right to either terminate the assessment or add additional time and/or services, as reasonably appropriate.

4.6 Organization has the right to dispute any assessment results/conclusions in accordance with PJR's PRO-10, Dispute/Appeal Procedure which is available at www.pjr.com or upon request.

4.7 If part of the assessment is conducted by virtual means, Organization is required to provide necessary hardware and software and ensure it has staff with the necessary competency to support virtual assessment activity. Organization is expected to be forthcoming with information and promptly reply to all requests from the assessment team. Organization recognizes that PJR has the right to terminate a virtual assessment for lack of competency, capability and/or transparency and conduct the remainder of the assessment on-site.

a) Organization agrees to participate in a technology test in advance of the virtual assessment.
b) If requested, Organization agrees to announced or unannounced witnessing of the virtual assessment by PJR staff.
c) If deemed necessary by PJR, time may be added to an assessment

4.8 Postponement, Rescheduling or Cancellation: If Organization postpones, reschedules or cancels any Assessment within 21 days from the first day of the agreed assessment date, PJR will charge a fee equal to the greater of 50% of the quoted Assessment Fee for the assessment in question (mock, Phase I, Phase II or off-year interim assessments), PLUS any non-recoverable travel and lodging expenses incurred. These charges are not credited against any subsequent charges incurred by Organization.

5. Payment Terms

5.1 Cost Details: The Agreement for Services sets forth the basic charges for the services required by Organization ("Cost Details"). Organization acknowledges that the Cost Details is based on the information supplied to PJR by Organization. Organization agrees that notwithstanding the fees listed in the Cost Details, the final charges due and payable to PJR shall be based on the actual services PJR provides to the Organization, in accordance with PJR's prevailing rate structure and the actual conditions encountered, and the Organization agrees to pay such final charges in full.

5.2 Initial Payment: Upon execution of the Agreement for Services, Organization agrees to pay to PJR an initial payment equal to twenty percent (20%) of the anticipated charges for the first year's services ("Initial Payment"). First year services include the mock assessment (if performed), the Phase 1 and Phase 2. The Initial Payment is non-refundable and will be credited against the Phase 2 CMMC Initial Assessment, if performed for the Organization. An additional 35% must be paid prior to the Phase 2. The remaining 45% must be paid prior to entry of certificate information into eMASS.

5.3 Adjustments to Charges: PJR reserves the right to review its assessment charges on an annual basis and to increase its charges by no more than five percent (5%) per year. Such an increase to charges shall apply without notice to the charges applicable to the services for the Organization, and Organization agrees to pay such increased charges. The parties may also agree to additional adjustments to charges in writing signed by the President of PJR and an authorized representative of the Organization.

5.4 Travel and Lodging Expenses: Organization shall timely reimburse PJR for any and all travel and lodging expenses incurred in providing services to the Organization, upon receipt of documentary evidence from PJR concerning such expenses. If applicable, travel time is billed at 50% of the applicable hourly rate. If the Agreement for Services is structured on a fixed-fee or non-hourly basis, travel time compensation rates must be pre-negotiated and expressly included in the Agreement for Services. Absent such negotiated terms, the default travel time compensation shall be one thousand dollars for the first travel day and five hundred dollars for each additional travel day. To the extent a mutually executed Agreement for Services expressly provides for a different travel time compensation model, those agreed-upon terms shall govern and supersede the defaults set forth herein.

5.6 Payment: Except as otherwise provided in the Agreement for Services or these Terms and Conditions, the Organization shall pay PJR in full upon receipt of invoice. PJR may charge interest at the annual rate of 5% above prime as published by the Wall Street Journal or the highest interest rate permitted by law on any payments that were not made timely pursuant to the Agreement for Services. Organization's obligation to pay PJR under the Agreement for Services shall survive the expiration or termination of the Agreement for Services for any reason and/or the completion of the services for the Organization.

5.6.1 Assessor expenses may be invoiced separately from fees for assessments.

5.7 Certification Fees: Certification fees are levied by the Cyber AB and are passed onto the Organization at cost.

5.8 Returned Items Fee: A fee of $30.00 will be assessed for any payments returned with insufficient funds.

6. Liability, Remedies

6.1 PJR shall not be liable for any loss or damage sustained by any person due to any act of omission or error during the performance of services by PJR under the terms of the Agreement for Services.

6.2 In the event PJR materially fails to perform any services as required by the Agreement for Services or otherwise breaches its obligations under this Agreement for Services, the Organization's sole and exclusive remedy in connection with any such failure is to allow PJR, in PJR's sole and absolute discretion, to: (i) within a reasonable period of time, remedy the deficiencies identified by the Organization or (ii) refund to the Organization the amount actually received by PJR for the deficient services in question.

6.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT FOR SERVICES OR OTHERWISE, PJR SHALL NOT HAVE ANY LIABILITY TO THE ORGANIZATION OR ANY THIRD PARTY FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, STATUTORY, PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFIT, LOSS OF INCOME OR REVENUE, LOSS OF GOODWILL, PERSONAL INJURY OR WRONGFUL DEATH, EVEN IF IT HAS BEEN PUT ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING OR EXPANDING THE PROVISIONS OF ANY OF THE SECTIONS OF THESE TERMS AND CONDITIONS, IN NO EVENT SHALL PJR'S LIABILITY FOR MONETARY DAMAGES EXCEED THE AMOUNT ACTUALLY PAID BY THE ORGANIZATION FOR THE SERVICES WITH RESPECT TO WHICH SUCH LIABILITY AROSE.

The parties acknowledge and agree that the provisions of these Terms and Conditions that limit liability, or exclude consequential damages or other damages or remedies are essential terms of and are fundamental to the parties' understanding regarding allocation of risk. Accordingly, such provisions shall be severable and independent of any other provisions of these Terms and Conditions and shall be enforced to the fullest extent permitted by law. Without limiting the generality of the foregoing, THE ORGANIZATION AGREES THAT ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES OR REMEDIES SHALL REMAIN FULLY VALID, EFFECTIVE AND ENFORCEABLE IN ACCORDANCE WITH THEIR RESPECTIVE TERMS, EVEN UNDER CIRCUMSTANCES THAT CAUSE ANY EXCLUSIVE REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. The limitations contained in this Section apply regardless of the form of action, including actions in contract, tort (including negligence), and strict liability.

6.4 NO THIRD PARTY BENEFICIARIES: It is expressly understood and agreed that this Agreement for Services is entered into solely for the mutual benefit of the contracting parties and that no benefits, rights, duties or obligations are intended nor conferred by this Agreement for Services as to third parties not a signatory hereto.

6.5 The Organization and PJR shall maintain at all times insurance, including workers' compensation insurance, sufficient to cover all liability that may result from activities conducted under or in connection with the Agreement for Services. PJR may require proof of such insurance either before undertaking its responsibilities under the Agreement for Services, or at any time thereafter.

6.6 PJR's remedies stated herein are cumulative and are not exclusive of any other remedies available at law or equity.

7. Indemnity

7.1 The Organization agrees and acknowledges that it shall indemnify and hold harmless PJR and its directors, officers, employees, assignees, agents and shareholders from and against any and all claims, demands, suits, obligations, liabilities, damages, losses and judgments, including reasonable attorney's fees, costs and expenses related thereto, arising out of or related to, without limitation: any claim regarding a breach of confidentiality, Organization's negligence or the negligence of its employees; losses occasioned by Organization's failure to notify PJR of material changes, and/or incidents, recalls or legal proceedings; and any breach by the Organization of the Agreement for Services (collectively "Claims"); and if requested, the Organization defend PJR against any Claims and in any action or proceeding resulting directly or indirectly from Organization's own acts or omissions.

7.2 The forgoing indemnification obligations shall apply to the extent that any Claims are attributable to the Organization, its directors, officers, employees, assignees, agents and shareholders. The Organization's indemnification obligation shall survive the expiration or termination of the Agreement for Services for any reason and/or completion of the services for the Organization.

8. Termination

The Agreement for Services and all terms and conditions shall automatically renew every new assessment period. Either party may terminate this Agreement for Services, at any time, as follows:

8.1 By Notice: with 90 days written notice.

8.2 By Default:

a) Immediately upon either party being notified by the other of any material breach of the Agreement for Services,

b) If Organization ceases its business operations whether in whole or in part.

9. Miscellaneous Provisions

9.1 Force Majeure: PJR shall not be liable in any respect should it be prevented or delayed from performing any of its obligations hereunder in an event or occurrence beyond its reasonable control and without its fault or negligence, including, without limitation, fires, floods, explosions, accidents or other catastrophes, acts of God, strikes, lockouts or labor disruption, wars, terrorism, piracy, riots or embargo delays, government allocations or priorities, severe weather conditions, and changes of law or regulation.

9.2 Law, Jurisdiction, Venue: This Agreement for Services shall be interpreted and enforced in accordance with the laws of the State of Michigan, as if fully performed in the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan. The parties agree that State of Michigan shall be the exclusive jurisdiction for all disputes in connection with the Agreement for Services. Any dispute between the parties relating to the Agreement for Services or the performance of the parties hereunder shall be subject to venue of the 52nd District - 4th Division Court in Troy, Michigan, Circuit Court of Oakland County, Michigan, or the United States District Court for the Eastern District of Michigan, as a convenient venue for both parties.

9.3 Waiver: The failure of either party to enforce any right accruing under the Agreement for Services shall not be construed as a waiver of a subsequent right of such party to enforce the same or any other right, term, or condition.

9.4 Notices: All notices given pursuant to the Agreement for Services shall be in writing and shall be mailed by certified mail, return receipt requested, addressed:

a) If to PJR, to: President, Perry Johnson Registrars, Inc., 755 W. Big Beaver Road, Suite 1340, Troy, Michigan 48084.
b) If to Organization, to the contact information listed in the Agreement for Services.
c) Communications will be considered received on the 5th business day following mailing of such communication in the United States, 10 business days outside of the United States.

9.5 Electronic Communications: PJR appreciates the limitations inherent in the process of electronic data exchange. Because PJR intends to make the registration process as straightforward and expeditious as possible for the Organization, the parties acknowledge and agree that where there are any documentation discrepancies found between the Organization's document and the document in its original form as held by PJR (whether received electronically or otherwise), the document in its original form shall control. Moreover, PJR does not assume or accept liability for any unforeseen postponement or oversight that may result from electronic data exchange, trusting entirely in the validity of all information provided electronically by the Organization. Accordingly, the Organization agrees to exclude PJR and all relevant third parties from all legal responsibility that may arise from any inconsistencies in electronic documents exchanged between the two, and shall indemnify, defend and hold harmless PJR, its directors, officers, employees, assignees, agents, and shareholders of and from any and all claims, demands, suits, obligations, liabilities, damages, losses and judgments, including reasonable attorney's fees, costs and expenses arising from any inaccuracies between electronic documentation and the original thereof.

9.6 Severability: Should any provision of the Agreement for Services be determined to be invalid or unenforceable, it shall be adjusted so as to best reflect the intent of the parties to the maximum extent possible, and the remainder of the Agreement for Services shall be valid and enforceable to the maximum extent possible.

9.7 Entire Agreement for Services: The Agreement for Services constitutes the entire Agreement for Services between Organization and PJR with respect to this subject matter, and supersedes any and all prior understandings and Agreement for Services to the contrary, written or unwritten, express or implied.

9.8 Use of Contractors: The Organization hereby acknowledges that PJR may use external resources, including contracted

assessors, to provide registration services to the Organization and consents to the use of said external resources. PJR shall take responsibility for the activities of all external resources, including contracted assessors.

9.9 Employment of Assessors: The Organization agrees not to hire or contract with, directly or indirectly, any PJR assessor, or contracted assessor, who participated in the performance of assessment services at any of the Organization's facilities, for a period one year after completing said services or the expiration or termination of the Agreement for Services for any reason. Should the Organization violate this restriction, it agrees to pay PJR an amount of $100,000 U.S. Dollars in liquidated damages, and the Organization agrees that such an amount is a fair an equitable sum and is reasonable and appropriate in such a situation.

9.10 Confidentiality: PJR agrees to maintain confidentiality regarding all information gained from the Organization from the time the Organization first expresses interest in PJR services, except as required by the Cyber AB or as otherwise provided by law or court order. PJR ensures that all records, data, and information received during the execution of the assessment as well as the assessment report remain confidential and the property of PJR. Only with the Organization's written authorization will PJR release assessment data to any entity except when mandated by law, statute, or the regulations of the Cyber AB.

9.11 Changes in certification requirements: PJR will post any changes of assessment requirements (including revisions to these Terms & Conditions) to its website (www.pjr.com). Because Organization must abide by all new and/or modified assessment requirements, it is incumbent on the organization to monitor the PJR website periodically for any such changes.

9.12 Equitable Relief: The Organization acknowledges and agrees that any breach of its obligations within these Terms and Conditions or of any applicable provisions of the documents referenced in Section 2 of these Terms and Conditions would cause irreparable damage to PJR, the exact amount of which would be difficult to ascertain, and that the remedies at law and monetary damages for any such breach would be inadequate. Accordingly, in the event of any action taken or threatened by the Organization hereunder that, if taken, would constitute a breach of its obligations under any of these Sections, PJR and it successors and assigns are entitled to injunctive or other equitable relief and/or a decree for specific performance, without the posting of any bond or other security, in addition to any other remedies it may have for damages or otherwise. The Organization may not take any action or position inconsistent with this acknowledgement, and PJR will be entitled to recover its attorney fees and costs in connection with the enforcement of this Section 10.16.

9.13 Costs of Enforcement: The Organization shall pay or reimburse PJR for any and all costs and expenses (including reasonable attorney's fees, expert witness fees and court costs) incurred in enforcing its rights, including the rights to receive any payment for services provided to the Organization, under the Agreement for Services. This provision shall survive the expiration or termination of the Agreement for Services for any reason and/or the completion of the services for the Organization.

9.14 Assignment: The Organization may not assign this Agreement for Services, in whole or in part, without PJR's prior written consent, which consent may be withheld by PJR in its sole and absolute discretion, and any attempted assignment in violation of this Section will be void and of no legal effect. In the event of any permitted assignment by the Organization, on the effective date of the assignment Organization shall pay in full any and all amounts due PJR under the Agreement for Services, and Organization shall remain primarily responsible and liable to PJR for any and all payments to PJR under the Agreement for Services after the assignment hereof or any rights or obligations hereunder.

9.15 Section Headings: The Section headings contained in these Terms and Conditions are for reference purposes only and shall not in any way affect the meaning or interpretation of these Terms and Conditions.

9.16 Multiple Counterparts: The Agreement for Services may be executed in multiple counterparts, each of which shall constitute an original Agreement for Services, but all of which shall constitute only one Agreement for Services. The signatures need not all be on a single copy of the Agreement for Services between the parties, and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals on the same copy.