

SECURITY ASSESSMENT AGREEMENT

THIS SECURITY ASSESSMENT AGREEMENT (this “**Agreement**”) is made as of _____ (the “**Effective Date**”), by and among Trusted Partner Network, LLC, a California limited liability company (“**TPN**”), _____, a _____ (the “**Assessor**”), and _____, a _____ (the “**Vendor**”). Each of TPN, Assessor and Vendor are referred to herein as a “**Party**” or, collectively, as the “**Parties**.”

RECITALS:

WHEREAS, TPN administers two programs: (1) a security auditor accreditation and training program, under which individual auditors may obtain accreditation from TPN if they meet certain criteria and pass an examination designed to test their knowledge, skills and awareness of established best practices; and (2) a program called the “**TPN Program**” , under which TPN facilitates site security audits by TPN-accredited auditors (these auditors, “**Qualified Assessors**”; and each, a “**Qualified Assessor**”), and makes the audit results available to participating motion picture and television studios via its proprietary software platform (this software together with any related applications, the “**TPN Software**”);

WHEREAS, Vendor’s business involves modifying, producing, or otherwise accessing proprietary motion picture industry (the “**Industry**”) content, and Vendor wishes to obtain an audit of the content security processes, practices and vulnerabilities at or related to its facility located at _____ (this, the “**Facility**”), under the TPN Program (this assessment, the “**Assessment**”);

WHEREAS, Assessor wishes to perform the Assessment, and is either: (1) a Qualified Assessor in the business of providing security assessments to the Industry; or (2) a commercial entity that employs at least one Qualified Assessor for the purpose of providing security assessments to the Industry (each such entity, an “**Assessment Company**”); and

WHEREAS, the Parties wish to enter into this Agreement in order to set forth the terms and conditions on which the Assessment will be performed.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, TPN, Assessor, and Vendor hereby agree as follows:

1. Program Terms. Vendor and Assessor acknowledge that they are, respectively, a party to: that certain End User License Agreement (which may be superseded by subsequent versions having a different name such as “Terms of Service”), by and between Vendor and TPN, as may be amended (the “**EULA**”); and that certain Program Participation Agreement between Assessor and TPN, as may be amended (this, the “**PPA**”; and each of the two referenced agreements, collectively and individually, “**Program Terms**”). The Parties hereby acknowledge and agree that: the provisions of the (respective) Program Terms shall apply to, and govern, all services rendered under this Agreement by TPN; and the Program Terms set forth certain additional terms of participation in the TPN Program and performing or receiving the services hereunder. Each Party may obtain a copy of any Program Terms applicable to them by requesting them from TPN at any time.

2. Performance of Assessment.

(a) Assessor hereby agrees to perform the Assessment on the terms and conditions of this Agreement (which, for clarity, includes the applicable provisions of the PPA). If Assessor is an Assessment Company, the Assessment shall be performed by a Qualified Assessor that is: (i) employed

by Assessor; and (ii) specified or approved by Vendor in writing (this Qualified Assessor, the “**Reviewing Assessor**”). If Assessor is an Assessment Company, the initial Reviewing Assessor shall be _____ . Vendor and Assessor may change the Reviewing Assessor at any time prior to the performance of the Assessment, upon mutual written agreement. *For avoidance of doubt, if Assessor is an Assessment Company, all references to the “Assessor” in Sections 2(e)-2(g) & 3(a)-3(c)i shall also be understood as references to the applicable Reviewing Assessor; provided that this construal shall not relieve Assessor of any contractual obligations, and Assessor is responsible for the acts and omissions of such Reviewing Assessor.*

(b) Before the Assessment can be performed, Vendor must use the vendor portal of the TPN Software to complete a pre-assessment questionnaire (the “**Questionnaire**”) setting forth certain basic information regarding operations and content security processes at or related to the Facility. Vendor hereby acknowledges and agrees that the Questionnaire shall be used by Assessor to gain a basic understanding of Vendor’s security controls, and that it is important that it be completed fully and accurately. The Parties further agree that the scope of the Assessment shall be based on Vendor’s responses to the Questionnaire. In addition, if the Facility was previously audited under the TPN Program, Vendor hereby gives: (i) TPN the right to provide Assessor with a copy of the assessment report for that previous audit; and (ii) Assessor the right to review the assessment report for that previous audit *solely* for the purpose of preparing for the Assessment.

(c) ***Vendor and Assessor agree that the Assessment shall be completed on or before*** _____. Once TPN has received all payments due under Section 6 hereof, TPN will inform Vendor and Assessor. Thereafter, Assessor shall work with Vendor to identify a mutually agreeable date upon which to conduct Assessor’s Facility visit (if applicable) or otherwise begin the Assessment in order to meet the foregoing completion date.

(d) If Vendor and Assessor wish, they may enter into a separate agreement (the “**Engagement Letter**”) setting forth certain additional terms and conditions of their engagement. The Engagement Letter may contain provisions consonant with those set forth in this Agreement; *provided, however*, in no circumstance may any provision of an Engagement Letter contradict any provision in this Agreement. In the event that a provision of an Engagement Letter contradicts a provision of this Agreement, such Engagement Letter provision shall be rendered void and of no effect.

(e) In the event that Assessor visits the Facility, Vendor will ensure that:

i. Key process personnel (including, without limitation, Information Technology personnel) are made available to Assessor so that Assessor may interview such key process personnel to understand and document the processes and controls relating to the handling of content at the applicable Facility; and

ii. Assessor is provided with access to information systems to allow Assessor to validate related Information Technology controls.

(f) In the course of Assessor’s review, Vendor shall reasonably cooperate with Assessor in the performance of the Assessment, including, without limitation, by providing Assessor with reasonable access to the Facility and timely access to data, information, and personnel of Vendor. Vendor shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information provided to Assessor in its performance of the Assessment. Assessor shall be entitled to rely on all decisions and approvals of Vendor. Vendor shall be solely responsible for, among other things (a) having competent personnel involved in the Assessment to make all management decisions and perform all management functions, (b) designating a competent member of management or executive staff to oversee the Assessment, (c) reviewing the initial results of the Assessment and providing

responsive comments, if necessary, (d) accepting responsibility for evaluating and discussing the final results of the Assessment, and undertaking appropriate remediation plans, and (e) establishing and maintaining internal controls during and after the Assessment, including, without limitation, monitoring ongoing activities. Vendor acknowledges and agrees that Assessor's performance is dependent upon the timely and effective satisfaction of Vendor's responsibilities hereunder and timely decisions and approvals of Vendor in connection with the Assessment.

(g) The Assessment is to be a point-in-time audit of the security posture at or related to the Facility, which uses the Motion Picture Association, Inc.'s *Content Security Best Practices* (the "**Best Practices**") as a baseline. The Assessment may include, among other things, a physical security assessment of the Facility and an assessment of the Facility's external and internal security profile of networked computer systems, applications and intrusion detection capabilities. The Assessment may also include attempts to associate operating systems and applications with identified computers on the network. All information obtained will be protected to the extent possible from unauthorized access.

(h) Vendor and Assessor hereby acknowledge and agree that the Assessment will be performed by Assessor alone, without any input or assistance from TPN. Vendor further acknowledges that: (x) TPN's accreditation of Assessor (or, the Reviewing Assessor, if Assessor is an Assessment Company) is solely an indication that Assessor's (or the Reviewing Assessor's, as applicable) baseline knowledge and formal qualifications meet TPN program standards; and (y) TPN's accreditation does not provide any guarantee as to the quality of Assessor's (or, as applicable, the Reviewing Assessor's) work. AS A RESULT OF THE FOREGOING ACKNOWLEDGEMENTS IN THIS SECTION 2(h), THE PARTIES HEREBY AGREE THAT TPN SHALL BEAR NO RESPONSIBILITY OR LIABILITY FOR ANY INADEQUACIES, INACCURACIES OR OTHER DEFICIENCIES IN THE ASSESSOR'S PERFORMANCE.

3. Reports; Distribution to Content Providers.

(a) Draft Report. Within ten (10) business days after Assessor's review of Vendor's content security processes, practices and vulnerabilities, Assessor shall: upload its draft report (the "**Draft Report**") using the TPN Software; discuss the Draft Report's findings with Vendor (this discussion, the "**Debrief**"); ask Vendor whether it would like to review (and potentially comment upon) a copy of the Draft Report; and inform TPN if Vendor has requested a copy of the Draft Report. If Vendor requested a copy of the Draft Report, TPN will make a copy of it available to them within the TPN Software. For avoidance of doubt, TPN shall not provide the Draft Report, or any part thereof, to any party other than Vendor (as requested); *provided, however*, that TPN may provide the Draft Report to Assessor solely as is necessary to perform the quality assurance functions set forth in Section 3(b)ii; *provided further* that TPN may disclose the Draft Report as required by applicable Law or legal process.

(b) Vendor Response & Quality Assurance.

i. Vendor Response. If Vendor objects, or would otherwise like to respond, to any of the findings or content in the Draft Report, Vendor shall provide its objections and responses to Assessor (this, the "**Vendor Response**") within ten (10) business days of receiving a copy of the Draft Report (this period, the "**Response Period**"). Upon receiving the Vendor Response: Assessor shall promptly update the Draft Report to correct any (legitimate) errors identified in the Vendor Response; Assessor shall promptly remove Confidential Information (hereinafter defined) as requested in the Vendor Response, but *only if* such Confidential Information is not reasonably necessary to competently and adequately describe Vendor's security posture; and, if Assessor will not be updating the Draft Report to address a particular objection or concern raised in the Vendor

Response, Assessor shall explain its reasoning to Vendor, and work in good-faith to address any further (legitimate) issues with the Draft Report raised by Vendor in that discussion.

ii. Quality Assurance. Once the Draft Report has been uploaded to the TPN Software, TPN may review it in order to ensure that it complies with TPN policies and requirements (this review, the “**QC Process**”). This review will determine whether the Draft Report: is in TPN’s required format; contains the categories of information required by TPN; provides sufficient documentation of all findings; and otherwise aligns with the standards and policies that TPN has established. In the event that TPN identifies elements of the Draft Report that do not align with TPN’s requirements, Assessor shall promptly: rectify these non-conformances in this document; and provide a corrected copy to TPN.

(c) Final Report; Distribution to Content Providers; Remediation.

i. Assessor shall prepare a final Assessment report (the “**Final Report**”; and together with the Draft Report, the “**Reports**”), after Vendor has been given an opportunity to respond to the Draft Report (as set forth in Section 3(b)i) and the Draft Report has undergone the QC Process. Once the Final Report has been prepared, it shall be uploaded to the TPN Software and TPN shall make it available to: Vendor; the Content Providers (as that term is defined in the Program Terms); and any third-party authorized by Vendor. Upon request, TPN will make available to Vendor a list identifying each of the current Content Providers.

ii. After the Final Report is made available to Vendor, Vendor may wish to address certain issues that the Final Report identifies as “in need of remediation” (each of these issues, a “**Remediation Item**”). If Vendor takes corrective action and brings a remediation Item into conformance with the Best Practices, it may submit to TPN: a written description of the

corrective actions (this, “**Soft Remediation Evidence**”); and/or documentary evidence (e.g., photographs, pen test results, etc.) of the corrective actions (this, “**Hard Remediation Evidence**”; together with the Soft Remediation Evidence, “**Remediation Evidence**”; and the Reports and Remediation Evidence, collectively, “**Assessment Material**”). TPN will then review the Remediation Evidence and determine whether, if taken, the corrective action would be sufficient to bring the Remediation Item into conformance with the Best Practices. If TPN determines that the corrective action would adequately address the Remediation Item, TPN will: update the status of this item within the TPN Software to indicate that Vendor has addressed the Remediation Item; and make this updated status available to the Content Providers for review. TPN shall also have the right to make the Soft Remediation Evidence available to Content Providers for review.

(d) Rights in the Assessment Material.

i. All Reports shall be owned solely by Vendor. Vendor shall have the right to circulate, quote, disclose or otherwise distribute these materials as it sees fit upon the earlier of: (x) the completion of the Assessment (as evidenced by the “publication” of the Final Report within the TPN Software) (this, the “**Completion**”); and (y) the termination of this Agreement. Any Remediation Evidence shall also be owned solely by the Vendor. Vendor shall have the right to circulate, quote, disclose or otherwise distribute this Remediation Evidence as it sees fit at any time. *For avoidance of doubt, Assessor shall have no rights (including any copyright, moral rights or other intellectual property rights) in the Assessment Material, except as set forth in Section 3(d)v hereof.*

ii. Vendor hereby grants TPN a perpetual, irrevocable, royalty-free, worldwide license to: (x) use or distribute any data or information (including any Reports) uploaded to the

TPN Software in the manner set forth in this Section 3; (y) compile and distribute basic information regarding the Assessment (e.g. Vendor's name, type of Assessment, date of Assessment, date of Remediation, etc.) to the Content Providers as TPN deems necessary or desirable in administering the TPN Program; and (z) provide copies of the Assessment Material to third-parties at the request and direction of the Vendor.

iii. Vendor hereby grants TPN a perpetual, irrevocable, royalty-free, worldwide license to: (x) use or distribute any information (including any Remediation Evidence) regarding the correction of Remediation Items as set forth in this Section 3; and (y) compile and distribute basic information regarding the correction of Remediation Items (e.g. Vendor's name, type of underlying Assessment, date of underlying Assessment, date of remediation, etc.) to the Content Providers as TPN deems necessary or desirable in administering the TPN Program.

iv. Vendor hereby grants each Content Provider a perpetual, irrevocable, royalty-free, worldwide license to: (x) view, use, copy and store the Final Report solely for such Content Provider's (and its subsidiaries' and affiliates') internal use for security evaluation purposes; and (y) view, use, copy and store any Soft Remediation Evidence solely for such Content Provider's (and its subsidiaries' and affiliates') internal use for security evaluation purposes.

v. Vendor hereby grants Assessor: (x) a perpetual, irrevocable, royalty-free, worldwide license to (1) view, edit or otherwise use the Reports *solely* to the extent necessary to perform the applicable Assessment, and (2) share the Reports with their employer (if applicable) or authorized employees (as applicable) *solely* to the extent necessary to perform the applicable Assessment; and (y) a revocable, royalty-free, worldwide license to retain and view any work product that they produced in respect of the Assessment for three (3) months following its

Completion *solely* in order to respond to inquiries from, and address issues raised by, TPN or Vendor.

vi. For the avoidance of doubt, the Parties shall not use, disseminate, distribute or otherwise disclose any Assessment Material (including the Reports) *except* in accordance with the provisions of this Section 3(d) and the Program Terms.

(e) Logo Program; Publicity Restrictions.

i. Upon Completion of the Assessment, TPN shall provide Vendor with a document (the “**Certificate**”) that: (x) states the type of assessment that was performed; and (y) indicates the calendar year within which the Assessment was performed. For avoidance of doubt the Certificate will not indicate Vendor’s measure of compliance, or provide any approval or endorsement of Vendor’s Facility. Vendor may display the (unaltered) Certificate in its place of business, at trade shows, or in such other venues as it desires, subject to Section 3(e)iii hereof.

ii. Effective upon Completion of the Assessment, for the remainder of the Term, TPN hereby grants to Vendor a non-exclusive, non-assignable, non-sublicensable, worldwide, right and license to use the Trademark (as defined in the Trademark License Specifications), subject to the terms and conditions of the Trademark License Specifications attached as Schedule I hereto.

iii. After TPN has made the Final Report available to Vendor, Vendor may disclose that its Facility has been the subject of an Assessment, but may not, in any manner: (1) represent, either orally or in writing, that TPN has approved or endorsed Vendor’s handling of content or any aspect of Vendor’s services, security protocols, procedures, processes or controls;

or (2) otherwise misrepresent the scope or nature of the Assessment. Vendor shall use best efforts to communicate this obligation to its employees and to outside contractors or consultants engaged in advertising or promoting Vendor's services.

iv. Vendor acknowledges and agrees that the conditions and covenants set forth in Section 3(e) are material terms of this Agreement. TPN may, in its sole discretion, withdraw its permissions set forth in this Section 3(e) if Vendor breaches any condition or covenant in this Section 3(e). In any legal action to enforce compliance with any condition or covenant in this Section 3(e), the prevailing party shall be entitled to recover from the other party all of its out-of-pocket costs, including reasonable attorneys' fees.

4. Confidentiality.

(a) “**Confidential Information**” means any information (whether written or oral and whether or not marked “confidential”) provided to Assessor in (direct or indirect) connection with the Assessment, concerning the business or operations of Vendor, which is identified as “confidential”, or which a reasonable person would consider to be confidential. For avoidance of doubt, Confidential Information shall include, without limitation: any Reports or Remediation Evidence; and any other sensitive information regarding a Vendor's facilities or security posture.

(b) Assessor shall hold all Confidential Information in confidence and shall not distribute, disseminate or otherwise disclose any Confidential Information to any person except: (a) Assessor's authorized employees, co-workers, agents, representatives and service providers who reasonably require the same to fulfill the purposes of this Agreement (the “**Authorized Parties**”); (b) to share Reports and Assessment-related information with TPN as part of Assessor's participation in the TPN Program; and (c) as otherwise required by applicable Law or legal process, *provided that* before

making any disclosure required by law, Assessor shall, to the extent legally permissible, notify Vendor of such requirement in order to give them a reasonable opportunity to seek a protective order or other appropriate remedy, and, *provided further*, that Assessor shall limit any such disclosure to information that is specifically required to be disclosed. Notwithstanding anything to the contrary set forth in this Section 4, Reports may include Confidential Information to the extent reasonably necessary to competently document & adequately describe Vendor's security posture. Assessor shall not use Confidential Information for the benefit of itself or any third party; *provided, however*, that performing Assessments within the TPN Program shall not constitute a violation of this provision. Assessor shall protect all Confidential Information with the same degree of care that is used in protecting its own confidential information, but in no case less than reasonable care. Assessor shall not reverse engineer, decompile or disassemble any Confidential Information or make any attempt to do so without the written consent of Vendor. Assessor shall be deemed responsible for any action by its Authorized Parties, including, but not limited to, any action which, if taken by Assessor, would constitute a breach of this Section 4.

(c) Notwithstanding the foregoing, Assessor shall not have an obligation with respect to any Confidential Information which: (i) is known or generally available to the public other than as a result of an act or omission by Assessor or its Authorized Parties; (ii) is received from a third party having a bona fide right to provide such information without an obligation of confidentiality; (iii) was in Assessor's possession, as established by documentary evidence, before disclosure hereunder; (iv) is independently developed by Assessor without reference to Confidential Information; or (v) is approved for release, in writing, by Vendor.

5. Conflicts of Interest. Vendor and Assessor agree that, during the performance of the Assessment, they shall abide by the provisions of the *AVOIDING CONFLICTS OF INTEREST* Section of their respective

TPN ethics policy (i.e., Section II(d) & II(c), respectively) (these Sections, the “**Conflicts Policies**”, and each a “**Conflicts Policy**”). In the event that the performance of the Assessment violates either of the Conflicts Policies: (i) the violating Party or Parties shall immediately inform the other Parties of the violation(s); (ii) TPN shall have the right, in its sole discretion, to clearly mark the Final Report to indicate that it is compromised by conflict(s) of interest; and (iii) the Parties shall have the termination rights set forth in Section 7(c) hereof.

6. Fees; Expenses; Applicable Taxes.

(a) Fees.

i. The Parties acknowledge and agree that TPN has agreed to process all fees and expenses to be paid to Assessor in respect of the Assessment (these fees and expenses, collectively, the “**Assessment Fee**”). Prior to commencement of the Assessment, Vendor shall pay the Assessment Fee and TPN’s administrative fee (the “**Administrative Fee**”) to TPN. The amount of the Administrative Fee shall be based on the nature of the Assessment and the amount of the Assessment Fee, as follows:

<u>FOR A REMOTE ASSESSMENT:</u>	
<u>Amount of Assessment Fee:</u>	<u>Amount of Administrative Fee</u>
< \$2,500	\$500
\$2,500 - \$2,999.99	\$600
\$3,000 - \$3,999.99	\$700
\$4,000 - \$4,999.99	\$900

<u>FOR AN ON-SITE ASSESSMENT:</u>	
<u>Amount of Assessment Fee:</u>	<u>Amount of Administrative Fee</u>
≤ \$5,000	\$1,000
> \$5,000	\$1,500

Upon Completion of the Assessment, TPN shall retain the Administrative Fee, and remit the Assessment Fee to Assessor (these two amounts, collectively, the “**Fees**”).

ii. In no event shall any work on the Assessment begin before TPN receives all Fees due under this Section 6.

(b) Expenses. If Assessor is to be reimbursed for any expenses incurred in connection with the Assessment, such expenses shall be included within the Assessment Fee. Any expenses that are incurred in the performance of the Assessment, and that are not included within the Fees, shall be borne by the Party that incurred them.

(c) Applicable Taxes. Vendor and Assessor are responsible for collecting and remitting all taxes imposed on them in respect of the provision, or receipt, of the Assessment. Excluding taxes based on TPN’s net income, Assessor is responsible for all taxes, fees, surcharges, and withholdings of any nature imposed on TPN by any U.S. or foreign government authority based on the provision, sale or use

of the Assessment or other services hereunder (these “**Applicable Taxes**”). Any charges or fees to be paid to TPN are net of Applicable Taxes.

7. Term; Termination. This Agreement shall be effective on the Effective Date and shall continue in force until one (1) year after Completion of the Assessment, unless earlier terminated as set forth below (the “**Term**”):

(a) Termination for Breach of IP Provisions. In the event that Vendor breaches Section 3(e) of this Agreement, TPN shall have the right to terminate this Agreement immediately upon providing written notice to all Parties.

(b) Termination for Loss of Underlying License. In the event that TPN’s license to the TPN Software is terminated, TPN shall have the right to terminate this Agreement immediately upon providing notice to all Parties. In the event that the termination right set forth in this Section 7(b) is exercised after Assessor has begun performing the Assessment, but before the Assessment is completed: (i) all Fees shall be refunded to Vendor; and (ii) Vendor shall either reimburse Assessor for the costs Assessor incurred in performing the Assessment, or separately arrange for the security audit to be completed and for Assessor to be paid.

(c) Termination for Conflict of Interest.

i. In the event that the performance of the Assessment violates (only) Assessor’s Conflicts Policy, TPN and Vendor shall each have the right to immediately terminate this Agreement; provided, however, that neither Party may terminate this Agreement if the underlying violation is merely a failure to submit the required form of conflict waiver or include a

conflicts disclaimer within the Reports.. Any termination under this Section 7(c)i shall result in all Fees being refunded Vendor.

ii. In the event that the performance of the Assessment violates Vendor's Conflicts Policy, or both Assessor and Vendor's Conflicts Policies, TPN and any other Parties that did not violate their Conflicts Policy shall have the right to immediately terminate this Agreement; *provided, however,* that no Party may terminate this Agreement if the underlying violation is merely a failure to submit the required form of conflict waiver or include a conflicts disclaimer within the Reports. Any termination under this Section 7(c)ii shall result in the Assessment Fee being refunded to Vendor and the Administrative Fee being retained by TPN.

(d) Termination for Modification of Program Terms. In the event that TPN provides notice of future material modifications to the PPA or EULA during the Term, Assessor or Vendor (as applicable) may terminate this Agreement before the relevant material modification becomes effective for them, if they are terminating their participation in the TPN Program. This right may be exercised by providing written notice of termination to the other Parties prior to the effective date of the proposed modification.

(e) Termination for Other Breach. Any Party may terminate this Agreement if another Party commits a material breach of this Agreement, and such material breach continues for thirty (30) days after written notice thereof is provided to all Parties by a non-breaching Party; *provided that* if such material breach cannot reasonably be cured within thirty (30) days, the non-breaching Party may give a reasonable period of time to the breaching Party to cure such breach; *provided further,* that if such material breach is incapable of cure, then the notifying Party may terminate this Agreement effective after the expiration of such thirty (30) day period.

8. Representations, Warranties and Covenants.

(a) Each of Vendor and Assessor hereby represents, warrants and covenants that:

i. In performing its obligations under this Agreement it will comply with any and all applicable domestic and international laws, regulations, statutes, ordinances, orders and other governmental directives, including, without limiting the generality of this Section 8(a)i, antitrust and competition laws, anti-bribery laws such as the U.S. Foreign Corrupt Practices Act and all applicable intellectual property and/or privacy laws and regulations (together, “**Law**”).

ii. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

(b) Vendor hereby further represents, warrants and agrees that all information provided to Assessor by, or on behalf of, Vendor will be accurate and complete (i.e., accurately provide all necessary material facts).

(c) Assessor hereby further represents, warrants and agrees that:

i. The Qualified Assessor who performs the Assessment will: (1) be a Qualified Assessor in “good standing” under the TPN Program, at all times during the performance of the Assessment, and (2) have the linguistic competence required to communicate with Vendor’s personnel as is needed to perform the Assessment, or obtain the interpretive services necessary to perform the Assessment effectively;

ii. The Assessment will be performed in a professional and workmanlike

manner consistent with industry standards; and

iii. The Final Report will be materially accurate, complete, correct, and free of defects in design, material and workmanship.

(d) Vendor and Assessor further acknowledge and agree that Content Providers will be relying on the Final Report in making sourcing decisions.

9. Indemnification. Each of Vendor and Assessor shall indemnify, defend, release, and hold harmless TPN, its member companies, its affiliates and each of their respective officers, directors and employees, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (“**Claims**”; and each, a “**Claim**”), including reasonable attorneys’ fees and litigation expenses, relating to or arising from:

(a) a breach or alleged breach of any of its conditions, covenants, representations or warranties in this Agreement; and

(b) its negligence or willful misconduct.

10. Disclaimers. ALL SERVICES PROVIDED BY TPN HEREUNDER ARE PROVIDED “AS IS.” TPN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION THAT MIGHT ARISE FROM ANY SERVICES PROVIDED UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, AS WELL AS ANY USE OR ATTEMPTED USE OF TPN’S SERVICES BY VENDOR OR ASSESSOR. VENDOR AND

ASSESSOR EXPRESSLY AGREE THAT THEIR PARTICIPATION IN THE TPN PROGRAM AND USE OF ITS RESOURCES IS AT THEIR SOLE RISK VIS A VIS TPN.

11. Limitation of Liability.

(a) NEITHER TPN, ANY MANAGER, OFFICER, OR REPRESENTATIVE OF TPN ACTING IN HIS OR HER CAPACITY AS A MANAGER, OFFICER, OR REPRESENTATIVE OF TPN, NOR EITHER OF TPN'S MEMBERS, OR ANY DIRECTOR, OFFICER OR EMPLOYEE OF TPN'S MEMBERS ACTING IN HIS OR HER CAPACITY AS A DIRECTOR, OFFICER OR EMPLOYEE OF TPN'S MEMBERS (COLLECTIVELY, THE "AFFECTED PARTIES") SHALL BE LIABLE TO ANY PARTY FOR ANY ACTUAL, COMPENSATORY, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES ARISING OUT OF ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT, OR BASED ON ANY PARTY'S USE OR ATTEMPTED USE OF TPN'S SERVICES, OR PARTICIPATION IN OR INTERACTION WITH THE TPN PROGRAM, OR THE BREACH OF ANY RESTRICTIONS IN THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. TO THE EXTENT THAT ANY COURT OF COMPETENT JURISDICTION RENDERS JUDGMENT AGAINST THE AFFECTED PARTIES, NOTWITHSTANDING THE ABOVE LIMITATION, THE AFFECTED PARTIES' TOTAL LIABILITY TO ANY PARTY IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNTS OF MONEY RECEIVED BY THE AFFECTED PARTIES FROM SUCH PARTY UNDER THIS AGREEMENT DURING THE MOST RECENT FIVE (5) YEAR PERIOD IMMEDIATELY PRIOR TO THE DATE OF SUCH JUDGMENT.

(b) THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS

SECTION 11 SHALL APPLY EVEN IF A PARTY'S WARRANTIES OR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

(c) Each Party acknowledges and agrees that the Parties entered into the Agreement in reliance upon the limitations of liability set forth in this Section 11, that the same reflect an allocation of risk between the Parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the Parties.

12. Limitation on Actions. Except for any Claim arising from Sections 1(h), 2(e), 2(f) and 8, no action, regardless of form, relating to this Agreement, may be brought by any Party more than one year after the occurrence of the event giving rise to the cause of action.

13. Non-Exclusivity. Each of Assessor and Vendor hereby acknowledges and agrees that its participation in the TPN Program: (a) is entirely voluntary; and (b) is non-exclusive and does not, in any manner, restrict it from providing consulting, security assessment or remediation services to third-parties unaffiliated with the TPN Program, or obtaining consulting, security assessment or remediation services from third-parties unaffiliated with the TPN Program.

14. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into among the Parties (or any subset thereof) the terms of this Agreement shall prevail; *provided, however*, that, in the event of a conflict between the terms of this Agreement and any Program Terms, by and between TPN and any of the other Parties, the inconsistency shall be resolved by giving precedence in the following order: (i) the Program Terms; and (ii) this Agreement.

15. Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder must be in writing and delivered by hand-delivery, facsimile or electronic mail, recognized overnight courier service with tracking capabilities, or first-class prepaid certified or registered mail (with acknowledgment of receipt requested), addressed as set forth below or to such other address as a Party may designate. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder will be conclusively deemed to have been received by a Party hereto (i) in the case of personal delivery, when delivered, (ii) in the case of facsimile or electronic mail transmission, upon electronic confirmation of delivery or receipt, (iii) in the case of overnight delivery using a recognized overnight courier service with tracking capabilities, two (2) business days after deposit with the courier service and (iv) in the case of mailing by certified or registered U.S. mail, three (3) business days after deposit in the mail. All notices made or given pursuant to this Agreement must be in the English language.

if to TPN:

Trusted Partner Network, LLC

c/o Motion Picture Association of America

15301 Ventura Blvd., Bldg. E

Sherman Oaks, CA 91403

United States of America

Attention: Kurt Fischer

Telephone: (818) 935-5796

Email: Kurt_Fischer@mpaa.org

with a copy to:

Trusted Partner Network, LLC

c/o Motion Picture Association of America

15301 Ventura Blvd., Bldg. E

Sherman Oaks, CA 91403

United States of America

Attention: Ian Brown

Telephone: (818) 935-5839

Email: Ian_Brown@mpaa.org

if to Vendor:

if to Assessor:

16. Governing Law; Binding Arbitration; Waiver of Jury Trial.

(a) This Agreement shall be governed in all respects by the laws of the United States of America and the State of California without regard to conflicts of law principles. If any dispute arising out of or relating to this Agreement, including any dispute as to the enforceability of this Agreement, cannot be settled through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association (“AAA”) under its Commercial Mediation Rules before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this Agreement shall be settled by binding arbitration in Los Angeles, California, administered by the AAA in accordance with its Commercial Arbitration Rules. The Parties shall make a good faith effort to select a mutually agreeable arbitrator. If the Parties are unable to reach agreement on an arbitrator, one will be selected in accordance with the rules of the AAA. This Agreement shall incorporate the provisions of section 1283.05 of the California Code of Civil Procedure. The remedy provided by this binding arbitration provision is exclusive. Should any Party pursue any other legal or administrative action with respect to any matter included within this binding arbitration provision, the

responding Party shall be entitled to recover its costs, expenses and attorneys' fees incurred as a result of such action. The prevailing Party in such arbitration may file an action in court to confirm and to enforce the arbitration award. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Los Angeles County, California, and all of the Parties hereby submit to the personal jurisdiction of the above courts. All of the Parties consent to the service of process of said courts in any matter relating to this Agreement by personal delivery by overnight mail or international courier, which requires signing on receipt, postage prepaid, to the Parties at the address specified in this Agreement. Except for termination rights and rights to injunctive relief set forth herein, the remedy providing by this binding arbitration provision is exclusive.

(b) THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS AGREEMENT.

(c) In any legal action to enforce compliance with any condition or covenant in this Agreement, the prevailing party shall be entitled to recover from the other party all of its out-of-pocket costs, including reasonable attorneys' fees.

17. Miscellaneous.

(a) Force Majeure. Except for the payment of money, no Party shall be liable for any delays or nonperformance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate by any third party beyond the ability of the applicable Party to legally require, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority.

(b) Independent Contractor. It is understood and agreed that each Party hereto is an independent contractor and that no Party is, nor shall be considered to be, the other's agent, distributor, partner, fiduciary, joint venturer, co-owner, or representative. No Party shall act or represent itself, directly or by implication, in any such capacity or in any manner assume or create any obligation on behalf of, or in the name of, the other.

(c) Time is of the Essence. Time is of the essence with respect to every provision of this Agreement, including all Schedules hereto.

(d) Survival and Interpretation. All provisions of this Agreement which expressly or by their nature are intended to survive termination of this Agreement, will survive termination of this Agreement, including, without limitation: Sections 2(h), 3(d), 3(e)iv-5, 8-12 & 14-16.

(e) Third Party Beneficiaries. The Parties agree that, to the extent a Content Provider relies on a Final Report prepared under this Agreement, such Content Provider its subsidiaries and affiliates are intended third party beneficiaries of this Agreement and entitled to enforce the obligations of Vendor and Assessor and benefit from remedies associated with any breach of this Agreement by Vendor or Assessor. Nothing in this Agreement is intended to limit remedies or relief available pursuant to statutory or other claims that such third party beneficiaries may have under separate legal authority not contained in this Agreement.

(f) Assignment and Subcontracting. Except as provided below, no Party may assign, transfer, or delegate any of its rights or obligations hereunder without the prior written consent of the other Parties. Vendor and Assessor hereby consent to TPN assigning or subcontracting any of TPN's rights or obligations hereunder to (a) any affiliate or related entity, whether located within or outside of the United States, or (b) any entity that acquires all or a substantial part of the assets or business of TPN.

(g) Further Assurances. Each Party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(h) Entire Agreement; Amendment and Waiver. This Agreement, including the schedules, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement; supersedes all other oral and written representations, understandings, or agreements relating to this Agreement; and, subject to Schedule I hereof, may not be amended except by written agreement signed by the parties. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver. The failure of any Party to enforce at any time any of the provisions of this Agreement, or the failure of any Party to require the performance by the other Party of any provisions of this Agreement, shall not be construed as a waiver of such provisions in the future, nor will it affect the ability of a Party to enforce each and every provision thereafter. A waiver will not be deemed effective unless provided in writing.

(i) Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation

for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.

(j) Counterparts. This Agreement may be executed in two or more counterparts and duplicate originals, each of which will be deemed an original and all of which together will constitute one and the same instrument. An executed copy of this Agreement transmitted via facsimile or email by the executing Party and received via facsimile or email by the other Party shall have the same legal force as an executed original version of this Agreement.* * *

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

“TPN”

Trusted Partner Network, LLC

By: _____

Name: _____

Title: _____

“VENDOR”

By: _____

Name: _____

Title: _____

“ASSESSOR”

By: _____

Name: _____

Title: _____

SCHEDULE I

TRADEMARK LICENSE SPECIFICATIONS

See attached.

TRADEMARK LICENSE SPECIFICATIONS

Trusted Partner Network, LLC, a California limited liability company (“TPN”), and _____, a _____ (“Vendor”) have entered into a Security Assessment Agreement (the “**Agreement**”), of which this appendix (the “**Trademark License Specifications**”) is a part. Capitalized terms not defined herein shall have the definitions set forth in the Agreement.

1. **Definition.** For the purpose of these Trademark License Specifications, “Trademark” shall mean the “Trusted Partner Network” logo in the forms shown below:



2. **License.** These Trademark License Specifications grant Vendor a limited, non-exclusive, non-transferable, non-sublicensable license to use the Trademark solely: (a) in order to publicize or advertise that Vendor has undergone the Assessment; or (b) as otherwise agreed with TPN in writing, on the terms set forth in the Agreement and these Trademark License Specifications, until such time as TPN terminates such license, which TPN may do at any time, in its sole discretion.

3. **Reservation of Rights.** TPN hereby reserves all rights not expressly granted to Vendor in these Trademark Specifications. Vendor agrees that its license to use the Trademark is limited, and that the Trademark may only be used as set forth in Section 2. Vendor

further hereby acknowledges and agrees that the Trademark is one of TPN's most valuable assets and that these Trademark License Specifications are intended to preserve the value attached to the Trademark.

4. **Modification and Termination.** Vendor understands and agrees that, without prior notice to Vendor and in TPN's sole discretion: (i) TPN may modify or terminate Vendor's limited license to use the Trademark; and (ii) TPN reserves the right to take any and all actions including, without limitation, legal proceedings, against any use of the Trademark that does not comply with the terms of the Agreement or these Trademark License Specifications.

5. **No Affiliation.** Vendor will not display the Trademark in any manner that implies that Vendor is related to, affiliated with, or sponsored by TPN.

6. **No Disparagement.** Vendor may only use the Trademark in a manner designed to maintain the highest standard, quality and reputation that is associated with the Trademark, and shall not use the Trademark to disparage TPN or its products or services.

7. **No Dominant Display.** Vendor may not display the Trademark as the largest or most prominent trademark in any materials (including, without limitation, any web site or product literature) produced by Vendor in respect of its business.

8. **No Combination.** Vendor may not hyphenate, combine or abbreviate the Trademark. Vendor shall not incorporate the Trademark into the name of Vendor's organization, services, products, trademark or logos. The foregoing prohibition includes the use of the

Trademark in the name of any application, service or product or in a URL to the left of the top-level domain name (e.g., ".com", ".net", ".uk", etc.).

9. **No Misleading Use.** Vendor may not display the Trademark in any manner that is misleading, unfair, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable as determined by TPN in its sole discretion.

10. **No Dilution.** Vendor may not directly or indirectly take, omit to take, or permit any action which will or may dilute the Trademark or TPN's rights therein.

11. **Trade Dress.** Vendor may not imitate the trade dress or "look and feel" of any of TPN's web sites, or pages contained in any of TPN's web sites, including without limitation, the branding, color combinations, fonts, graphic designs, product icons or other elements associated with TPN or the TPN Software.

12. **No Challenges.** Vendor shall not, at any time, challenge or encourage, assist or otherwise induce third parties to challenge the Trademark (except to the extent such restriction is prohibited by law) or TPN's registration thereof, nor shall Vendor attempt to register any trademarks, service marks, trade names, logos, product names, service names, legends, domain names, other designations, or abbreviations of any of the foregoing, or other distinctive brand features that are confusingly similar in any way (including, but not limited to, sound, appearance and spelling) to the Trademark.

13. **Enforcement.**

(a) **Notification.** Vendor shall immediately notify TPN in writing with reasonable detail of any: (i) actual, suspected, or threatened infringement of the Trademark, claim that the Trademark is invalid, or opposition to the Trademark; (ii) actual, suspected, or threatened claim that use of the Trademark infringes the rights of any third party; (iii) person applying for, or granted, a registered trademark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to Vendor under this Agreement; or (iv) other actual, suspected or threatened claim to which the Trademark may be subject.

(b) **Actions.** With respect to any of the matters listed in Section 13(a): (i) TPN shall have exclusive control over, and conduct of, all claims and proceedings; (ii) Vendor shall provide TPN with all assistance that TPN may reasonably require in the conduct of any claims or proceedings; and (iii) TPN shall bear the cost of any proceedings and will be entitled to retain all sums recovered in any action for its own account.