



Accelerator Agreement

1. Acceptance of the Terms

This document (the “**Agreement**”) is a legally binding agreement between eCISO, LLC., a Utah company (a.k.a. “**eCISO**”, “**we**”, or “**us**”), and the startup company, defined at the signature line (the “**Startup**”, or “**you**”). The following terms and conditions (collectively, the “**Terms**”) outlined in this Agreement apply to the relationship between you and eCISO, including any services we provide to you.

Your use of resources provided by eCISO, such as content and services made available to either authenticated or unauthenticated users on eCISO’s social media accounts or websites owned or operated by us (collectively, the “**Website**”), or by eCISO personnel through any other means is governed by both this Agreement and the terms and conditions established at <https://eciso.io/terms>. In the event of any conflicting conditions, the Terms of this Agreement will apply.

2. Scope and Duration of the Agreement

The Agreement and all associated Terms become effective on the date first written above, identified as the Effective Date. The Agreement begins with the Pre-Assessment, which requires a duration of six (6) weeks (the “**Term**”). Upon completion of the Pre-Assessment, at eCISO’s sole discretion, we may choose to extend the Term to eighteen (18) months from the completion of the Pre-Assessment by executing the Accelerator Enrollment Addendum of this Agreement.

The Agreement establishes certain services, actions and deliverables to be rendered to and/or with you by us as defined in this Section 2, as well as those established by the services indicated in the associated Accelerator Enrollment Addendum of this Agreement, as applicable (the “**Services**”).

2.1 Pre-Assessment

We will conduct a detailed assessment of your security program, data handling processes, privacy controls, technical and operational security risks, policies, and organizational maturity (the “**Pre-Assessment**”) over a six (6) week period.

You agree to provide us with the necessary access to all personnel including directors, officers, employees and contractors. You may also be required to provide us with reasonable access to members of your advisory board and investors as applicable during this assessment.

You must make accommodations to allow remote or in person interaction with all individuals, systems, documents and resources reasonably requested by us in a timely manner. Failure or intentional delays by you in accommodating these reasonable requests will result in delays in completing the Pre-Assessment and/or additional fees.

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The results of the Pre-Assessment will determine whether or not we believe you are prepared to support a mature security program within a twelve (12) to eighteen (18) month timeline. If we determine that you are not prepared to meet the necessary objectives within that timeline, we will provide a brief report of our findings and the critical changes you must make before we can engage with you further.

In the event that our report determines that you are prepared to support a mature security program within the defined timeline, both parties agree to execute the Accelerator Enrollment Addendum attached to this Agreement (“**Enrollment**”). Once the Accelerator Enrollment Addendum has been successfully executed, you will be granted priority access to our network of trusted partners and discounted rates with select third parties (the “**Partner Network**”).

2.2 Accelerator Program

We provide the Accelerator Program for entrepreneurs and startup companies to provide necessary guidance, training and mentoring to develop: a long-term vision, security leadership, company culture, a mature security program, security marketing techniques, and improved market penetration through the success of your security program.

The services provided upon Enrollment may include, at our discretion: mentoring, guidance and professional development training for your leadership, augmented security leadership services to develop your strategy and initiatives in alignment with your business objectives, marketing and sales consultation to improve market positioning and customer trust, hiring support and network introductions, and access to technologies developed by us to implement necessary business processes.

You agree to take commercially reasonable efforts to implement measures that meet the spirit of the recommendations and requirements (the “**Recommendations**”) we provide to you in good faith. You also agree to make reasonable accommodations to allow remote or in person interaction with all individuals, systems, documents and resources reasonably requested by us in a timely manner. Necessary access and accounts to relevant systems, documents and resources are to be provided to us at your sole expense.

You further agree to continue to provide us with the necessary access to all personnel including directors, officers, employees and contractors. You may also be required to provide us with reasonable access to members of your advisory board and/or investors as needed during regularly scheduled board meetings to ensure a consistent understanding of your security program. It is your responsibility to ensure that we have the necessary visibility into your business practices and decision-making processes to support our obligations in delivering the Services to you.

2.3 Additional Rules and Regulations

Throughout the duration of the Agreement, eCISO and our employees, personnel and contractors must comply with any necessary laws, codes and regulations as well as the rules and regulations of the Startup. You agree to make us reasonably aware of applicable rules and regulations.

In the event that we become aware of any practice or request by you which may violate any applicable laws, codes, rules or regulations, we agree to notify you immediately and may suspend the Services until the necessary remediations have been implemented.



Failure or intentional delays by you in accommodating our reasonable requests during the Pre-Assessment or after Enrollment (referred to as “**Delays**”) will result in delays in completing the Pre-Assessment and/or additional fees. Delays lasting greater than five (5) business days may, at our sole discretion, result in immediate termination of the Agreement and your dismissal from the Accelerator Program, with all associated Pre-Assessment and any penalty fees due upon receipt of the applicable invoice. No further services or deliverables shall be provided to you in the event of such termination.

3. Payment, Fees and Taxes

You agree to pay all fees associated with this Agreement. All payments to eCISO will be made in U.S. dollars via ACH Transfer or Wire Transfer and will be due within fourteen (14) days of your receipt of the applicable invoice from us.

You are responsible for all taxes, fees, withholdings, duties and levies that may arise from the Services (excluding taxes based on the net income of eCISO). We have the right to suspend the Services or terminate this Agreement if you fail to pay any invoice within thirty (30) days of receipt.

Where any invoice is returned or otherwise undeliverable to you for any reason that is not attributable to your fault, including without limitation the improper invoicing by eCISO, we will amend the date of the affected invoice(s) to reflect the date on which you subsequently receive a proper invoice.

3.1 Pre-Assessment Fees

You agree to pay a flat rate of \$14,360.00 due immediately prior to the commencement of the Pre-Assessment.

If the Pre-Assessment determines that you are not eligible to participate in the Accelerator Program, you are hereby granted a discounted rate of \$11,480 for future Pre-Assessment fees should you choose to apply to the Accelerator Program again.

3.2 Accelerator Program Fees

Upon Enrollment, you agree to pay us a monthly fee of \$8,500.00 each month for the duration of the Term. Payment is due within fourteen (14) days of receipt of the relevant invoice.

3.3 Travel Expenses

In the event that it we agree to travel to you, you agree to reimburse all reasonable travel and lodging expenses directly related to our travel to you. Food related expenses are not allowed.

We agree to provide an electronic invoice of itemized expenses to you within forty-five (45) days from the date of the relevant expenses. If we fail to deliver such an invoice for travel expenses within forty-five (45) days of the date of the expenses, we agree to forfeit our right to compensation for the applicable travel expenses.



3.4 Limitations on Travel Expenses

To ensure that travel expenses are reasonable, we agree to the following limits for specific expenses. These limits will be reflected on the relevant invoice to you as applicable.

3.4.1 Airfare and Fees

If we travel to you by airline within the contiguous United States, you agree to compensate us for the lesser amount of the total cost of the airline ticket(s) and related fees, or a maximum combined total of \$650.00 for both arriving and departing flights. Air travel outside of the contiguous United States including international flights are not subject to these limitations.

3.4.2 Hotels and Lodging

Daily lodging and hotel expenses will be limited to the average nightly rate of all four-star hotels within two (2) miles of your primary business location or meeting location of your choice. If no such hotels are available within the defined range, we will work with you to identify reasonable accommodations.

3.4.3 Local Transportation

You agree to reimburse us for all taxi, rideshare, and other local transportation expenses relating to the Services we are providing to you. These expenses may also include transportation to and from applicable airports, and transportation between the designated meeting location and where we are lodging. We agree to strive to keep transportation expenses to a minimum wherever possible.

3.5 Early Termination Fees

If you violate the Terms of the Agreement or choose to terminate the Agreement before the end of the Term, you agree to pay us the total of thirty (30) percent of the total amount of payment and fees due through the remainder of the Term (the “**Early Termination Fees**”). Where termination occurs during a Pre-Assessment, no such discounted rate shall apply and you agree to pay all applicable fees as defined in this Section 3. Early Termination Fees are due within forty-five (45) days of the termination of the Agreement. Notwithstanding the foregoing, no such Early Termination Fees shall apply if your termination is the result of eCISO’s violation of the Terms of this Agreement.

In the event that the agreement is terminated by eCISO (not by your elective) and is not the result of your violation of the Terms of this Agreement, no such Early Termination Fees shall apply. In this case, you agree to pay the invoiced amount for the month the Agreement is terminated within thirty (30) days of the termination of the Agreement.



4. Availability, Security and Privacy

We are working hard to improve our Services, but no security control can guarantee 100% coverage. As such, we do not guarantee that the Services will be available 24/7. We also reserve the right to suspend or restrict access to some features to users without advance notice and at our discretion. In any case, we will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period, nor for any data loss.

To access certain features of the Services, you may be required to register by entering your email and choosing a password and other authentication information as part of our security procedures. You are solely responsible for the security of your account information; we shall not be held liable for any breach of our Services or your information if such a breach occurs as a result of improper handling or disclosure of your credentials or other authentication information.

It is a condition of your use of our Services that all the information you provide us is correct, current and complete. You may be asked to provide certain registration details or other information. As is the custom for internet-based services, we reserve the right to disable any user account, at any time and at our sole discretion for any or no reason, including if in our opinion you have failed to comply with any provision of these Terms.

Although we are committed to helping your security program succeed, we recognize that no security and operational controls, including those applicable to your use of the Services, can be guaranteed 100% secure or error free. With that understanding, eCISO remains committed to protecting any information you choose to share with us as long as it's in our possession, and will ensure that the necessary policies and business practices are established in consultation with such standards as ISO 27001 or comparable information security and data protection technical and organizational standards. We manage your personal data according to our privacy policy located at <https://eciso.io/privacy>.

5. Confidential Information and Disclosure

We acknowledge that the nature of the Agreement with you is such that in all likelihood we will have access to information of a confidential or sensitive nature which has great value to you, and which constitutes a substantial basis and foundation upon which your business is based.

You recognize and agree that by engaging in this Agreement, you will receive access to knowledge and information of a confidential or trade secret nature from eCISO that may similarly constitute a substantial basis and foundation upon which the business of eCISO is established.

Any information, knowledge, know-how, processes, documents, Content, plans, devices, developments, inventions, finances, accounting, purchases or other details which could reasonably be considered confidential (this is "**Confidential Information**"). Both parties acknowledge that the unauthorized disclosure of Confidential Information could result in irreparable harm to either party.

Each party agrees to keep all Confidential Information confidential and not to disclose it to anyone unless otherwise granted in writing by this Agreement, and to ensure that all Confidential Information is protected with security measures and a degree of care that they would apply to their own confidential information.



Additionally, both parties agree to keep all Confidential Information in confidence during and indefinitely following the termination of the Term of this Agreement, and shall not disclose any Confidential Information to any other person, except to the extent that: the disclosure is necessary to deliver the Services to you; it is required by applicable law; it was lawfully obtained from other sources; or we have been authorized in writing by you. For clarity, the confidentiality obligations of both parties shall survive the termination of this agreement in perpetuity.

Where disclosure to third parties is necessary, and such disclosure has been appropriately authorized, such as to an authorized sub-contractor, both parties will take reasonable measures to ensure the security and confidentiality of the Confidential Information. Such third parties, where appropriate, must be legally bound to maintain similar security controls and contractual obligations as required by this Agreement.

To the extent allowable by applicable law, both eCISO and you agree to notify the other party in the event that disclosure of Confidential Information is necessary. Wherever possible, if either party becomes aware of any disclosure of Confidential Information of the other party, the discovering party will notify the affected as soon as it discovers the disclosure.

6. Intellectual Property Rights and Use Guidelines

The Services and any original content, features and functionality (including look!), are owned by eCISO and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You agree to not copy, modify, create derivative works of, publicly display, publicly perform, or re-publish any of our copyrighted material, except to the extent permitted by the Services itself or as otherwise explicitly granted by eCISO in writing.

During the course of the Agreement, we may develop or produce, or collaboratively develop or produce content to enable the delivery of the Services to you. This may include, without limitation, electronic documents, concepts, designs, processes, techniques, written procedures, writing, research and software (the “**Content**”). Such Content remains the intellectual property of eCISO, and you are granted a worldwide, perpetual, royalty-free, fully paid, sublicensable and transferable license to use that Content for the purposes of operating your business.

We may recommend to you that we jointly publish select Content under a mutually acceptable open source license. In the event that both parties agree in writing, eCISO may choose (at its sole discretion) to transfer ownership of specific Content to you to publish or distribute under such a mutually acceptable open source license. You agree and acknowledge that we shall have no restrictions pertaining to the use of the Content in support of other commercial efforts or engagements.

By interacting with the Services in any manner, we may develop, invent, establish, acquire or otherwise become aware of processes, know-how, inventions, source code, documents, data and other information which may be generally applicable to other eCISO customers (collectively referred to as “**User Content**”).



So long as such use does not violate any of these Terms, including but not limited to statements of privacy, security and confidentiality, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Content in connection with the Services and our (and our successors' and assigns') businesses, including without limitation for improving the performance of or implementing additional capability or features to the Services, providing support to our current and future customers, promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds).

For clarity, the foregoing license grants to us do not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

We do not guarantee that any Content will be made available through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties relating to such Content or if we are concerned that you may have violated these Terms), or for no reason at all and (ii) to remove or block any Content from the Services.

You are permitted to use the Services for your personal, non-commercial use, or legitimate business purposes, provided that your activities are lawful and in accordance with these Terms. Prohibited uses include but are not limited to violation of laws and regulations, any use of the Services and/or Content in a manner or with intent to act competitively to eCISO, any unauthorized resale, replication or plagiarism of any Content or other aspect of the Services (either in part or in whole), as well as hacking or attempts to hack or abuse us or the Services in any manner.

The Services may contain Content specifically provided by us, our partners or other eCISO customers and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. To deliver the Services to you, we may also use a variety of open source resources. We acknowledge that, to the best of our knowledge, the Services are not and shall not be in violation of applicable third party licenses.

You agree and consent to abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services. In no way does this Agreement transfer or modify the rights, privileges, titles or ownership of either party's intellectual property unless otherwise mutually agreed in writing by both parties.

No right, title ownership or interest in or to the Services or any content on the site is transferred to you unless expressly stated by this Agreement, and all rights not expressly granted are reserved. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may result in termination of the Agreement.



7. Independent Contractor Status

This Agreement is made with the express understanding that eCISO is an independent contractor. In no case will the Agreement or the relationship between you and eCISO constitute that of employer and employee, principal and agent, or master and servant between either party. Although we consider ourselves partners in your success, no aspect of this Agreement will be construed or interpreted to create a partnership or joint venture between you and eCISO.

We interpret any provisions of this Agreement that may appear to give you the right to direct the details of how we deliver the Services to mean that we will follow your instructions with respect to the desired results of the Services, and not in regards to how the Services are provided.

We recognize that we (including our employees and subcontractors) are not authorized to act or appear to act as Startup's agents or representatives, whether in providing the Services or otherwise. We acknowledge that we have no authority to contract on behalf of you or bind you to any third party agreement whatsoever.

As we retain our rights as an independent contractor, both parties agree that eCISO is not restricted in delivering its services to other individuals or businesses while delivering Services to you, unless doing so would be in direct conflict with the interests of the Startup.

8. Limitations of Liability and Indemnification

Unless explicitly stated otherwise in this Agreement, your use of eCISO and our Services are at your sole risk. The Services are provided "as is" and "as available". We disclaim all warranties of any kind, express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement. We are not liable for damages, direct or consequential, resulting from your use of the Services.

You agree to defend, indemnify and hold harmless eCISO or any of our directors, officers, employees or agents from any claims, actions, losses, damages, liability costs and expenses (including but not limited to attorney's fees) which you may have now, have had in the past, or may have in the future as a result of your violation of any third party's rights.

You acknowledge that you have only a limited, non-exclusive, non-transferable license to use the Services. Because the Services are not error or bug free, you agree that you will use it carefully and avoid using it in ways which might result in any loss of your or any third party's property or information.

9. Geographic Restrictions

We provide the Services for use only be persons and businesses primarily located in the United States. We make no claims that the Services or any of its content is accessible, appropriate or legal outside of the United States. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.



10. Non-Competition

During the Term of this Agreement, and for twenty-four (24) months following its termination, neither party will engage in any activity for commercial or monetary gain that would compete in any way whatsoever with the activities of eCISO or the Startup were or are involved, or where either party gained confidential or sensitive information of the other party, directly or indirectly through the delivery of the Services. This section is geographically limited to the areas and locations in which both parties independently operate in.

11. Law and Copyright Infringement

We assume no liability for any action or inaction regarding transmissions, communications or content provided by any individual or third party through or within the Services. In the event that we receive a disclosure request, and to the extent required by applicable law, we reserve the right to disclose Startup identities in response to a reasonable law enforcement request supported by a valid court order.

You waive and hold eCISO harmless from any claims resulting from any action taken by us during or as a result of its investigations and from any actions taken as a consequence of investigations by either eCISO or law enforcement authorities.

12. Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of, or related to them, will be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, these Terms or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Utah.

We agree to observe and abide by all applicable laws. We also agree to indemnify, defend and hold you harmless for, from and against any and all claims arising out of, or resulting from, an asserted or established violation of such applicable laws by eCISO and our subcontractors.

13. Waiver and Severability

Our failure to exercise or enforce any rights or provision of the Terms shall not constitute a waiver of such right or provision. The Terms constitute the entire agreement between you and eCISO and govern your use of the Services, superseding any prior agreements (including, but not limited to, any prior versions of the Terms).

If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.



14. Changes to the Terms and Services

With exception of the terms and conditions located at <https://eciso.io/terms> and related terms and/or policies on the Website, all changes to the Terms of this Agreement must be mutually accepted and done so in writing as an amendment to this Agreement.

You agree that where eCISO proposes such changes by electronic notice to you, that you will respond with either your acceptance or reasonable accommodation to meet the spirit of the change(s) to the Agreement within fourteen (14) days of receipt. By neglecting to provide your acceptance or reasonable accommodation within that timeline, you agree to all proposed changes by default.

15. Termination of the Agreement

In the event of a breach of any material term or condition established in this Agreement by either party (including, without limitation any failure by the Startup to pay any amount due to eCISO defined in Section 3 of this Agreement, or Startup's willful withholding of necessary information from eCISO), the other party reserves the right to terminate this Agreement as of the date of such default.

At any time, eCISO may terminate this Agreement and the provision of the Services immediately and at any time without cause by giving Startup written notice of termination. Where eCISO chooses to terminate this Agreement as a result of the Startup's breach of the Terms of this Agreement, the Startup accepts full and immediate responsibility for all related fees, unpaid invoices and penalties including Early Termination Fees, as defined in Section 3 of this Agreement.

The Startup may similarly terminate this Agreement and the provision of the Services at any time and without cause by giving eCISO written notice of termination, provided that no such termination will entitle the Startup to be released from any obligation to pay or to the refund of any portion of the fees due or paid, as applicable. The Startup agrees to pay all applicable fees, including Early Termination Fees, as defined in Section 3 of this Agreement.

Terminating this Agreement through the exercise of any right in this section of the Agreement must be performed by notice given in writing to the other party, after which this Agreement will be considered null and void with the exception of the continuing rights defined in Section 15.1.

15.1 Post-Termination Rights

In the event of termination of this Agreement by either party for any reason, without limiting the provisions of Section 15, the Startup agrees to pay eCISO for all expenses and fees accrued or otherwise due prior to the effective date of termination. In accordance with Section 3 and Section 15 of this Agreement, eCISO remains entitled to invoice the Startup for applicable expenses and/or fees due within thirty (30) days of receipt.

Provisions of this Agreement relating to indemnification, non-competition, intellectual property rights, confidentiality and data security shall survive the termination of this Agreement. Any unresolved disputes remaining after termination of this Agreement shall be resolved in accordance with the Terms.



15.2 Return or Destruction of Data

Upon termination of the Agreement, we agree to securely return or destroy, at your sole discretion, any and all of Startup's confidential information which we may be in possession of within thirty (30) days of the termination. In the event that you do not inform us of your preference to either return or destroy the confidential information in our possession within twenty (20) days of the termination of the Agreement, any and all Startup confidential information in our possession will be securely destroyed.

16. Force Majeure

Non-performance of the provisions of this Agreement by either party will be excused to the extent that such performance is rendered impossible or delayed by acts of God or a public enemy, acts of the United States or any state or political subdivision, fires, severe weather, floods, earthquakes, natural disasters, explosions or other catastrophes, embargoes, shortage of goods, labor strikes, slow-downs or labor stoppages of any kind, delays or suppliers or delay or transportation for any reason, or any other causes beyond the control of such party in furnishing items or services, including but not limited to breakdown or failure of machinery or equipment or delay in Startup reporting problems or furnishing information or materials, provided that the non-performing party gives prompt notice of such conditions to the other party wherever possible and makes all reasonable efforts to perform notwithstanding such conditions. The time for performance specified pursuant to this Agreement shall be extended by the period during which such performance was rendered impossible or delayed, provided always, however, that, should such circumstances last more than thirty (30) continuous days, either party may by written notice to the other party, terminate this Agreement without further penalty or Early Termination Fees, effective as of the date of receipt of such notice.



17. Notices and Signatures

All notices required or permitted by this Agreement must be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent successfully to the designated email address(es) listed below; or (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, with postage prepaid.

All communications will be sent to:

eCISO, LLC.

notices@eciso.io

Startup: _____

Email: _____

Attn: _____

Address: _____

Cont'd: _____

Cont'd: _____

Both parties knowingly and expressly consent to the Terms of this Agreement in their entirety. Each signatory is authorized to enter into this Agreement on behalf of its respective party. By signing this Agreement, you agree to be bound by and accept the terms and conditions outlined herein.

eCISO, LLC.

Startup: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Accelerator Enrollment Addendum

This Accelerator Enrollment Addendum (the “**Addendum**”) is an extension to the Agreement between the Startup and eCISO. With the exception of the duration of the Term, any conflicting terms and/or provisions in this Addendum are overridden by the terms and provisions established in the Agreement.

Upon execution of this Addendum, both parties hereby agree to the Enrollment of the Startup in the Accelerator Program for a Term of eighteen (18) months from the effective date listed below, and shall be bound by the terms and conditions in the associated Agreement.

Date effective: _____

eCISO, LLC.

Startup: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____