

CLIENT AGREEMENT
for
CYBERSECURITY EDUCATION, INC.
DIGITAL EDUCATION SERVICES

This Client Agreement for Cybersecurity Education, Inc. Digital Education Services (“**Agreement**”) is effective on execution by both parties (“**Effective Date**”) and is made by and between Cybersecurity Education, Inc. a Virginia Corporation with its principal place of business at _____ (“iForCE”) and _____ School System, with its principal administrative office located at _____ (“**Client**”). This Agreement shall be for the initial term of _____ to _____, subject to renewal as set forth herein.

RECITALS

iForCE provides digital curriculum solutions in the cybersecurity field for secondary education and related services.

Client desires to have its students, teachers and staff access and use the iForCE Curriculum (as defined below) and to have iForCE perform certain related services, all pursuant to the terms and conditions set forth below.

In consideration of the covenants and conditions set forth below and for other good and valuable consideration, the adequacy of which the parties hereby acknowledge, the parties agree as follows:

AGREEMENT

1. **Definitions.** Each of the following initially capitalized terms has the meaning set forth below. All other initially capitalized terms have the meanings assigned in this Agreement.
 - 1.1. “**iForCE Curriculum**” means the iForCE curriculum offerings identified in Section 1 Exhibit A (e.g., courses, tutorials, etc.) and attached as Exhibit D. The iForCE Curriculum does not include any Course Materials.
 - 1.2. “**Books**” mean the books described in Section 3 of Exhibit A.
 - 1.3. “**Client User**” means each Client student and Client teacher, administrator or staff member, who registers to take a class through iForCE or who otherwise establishes a password to access the iForCE Curriculum made available under this Agreement.
 - 1.4. “**Course Materials**” mean items or materials separate from the iForCE Curriculum that may be either required or optional for the iForCE Curriculum (e.g., calculators, microphones/headsets, textbooks, computers, other literature, lab manuals, and lab materials).
 - 1.5. “**Professional Services**” mean the iForCE Learning professional services described in Section 2 of Exhibit A.
 - 1.6. “**Initial Term**” will have the meaning set forth in Section 9.1 below.
 - 1.7. “**User Support**” means the iForCE Learning support services described in Exhibit C.

2. **iForCE obligations.**

- 2.1. **iForCE Curriculum.** Commencing on _____ and continuing throughout the Initial Term and any renewal term iForCE will make available the iForCE Curriculum for access and use by Client Users.
- 2.2. **User Support.** iForCE will provide Client and Client Users with User Support throughout the Term, as set forth herein. iForCE will also provide one (1) free full day of on-site Fundamental Administrator Training, as

_____ Client _____ iForCE

defined by iForCE.

- 2.3. **Uptime.** iForCE will use commercially reasonable efforts to make the iForCE Curriculum available for access by Client and Client Users 99% of the time, measured on a monthly basis, excluding Planned Outages. “**Planned Outages**” means the installation of upgrades, service packs, routine server, application, or network configuration changes, and other reasonable maintenance activities. Planned Outages will be conducted during off-peak iForCE Curriculum utilization times. iForCE will post an advance announcement of any Planned Outage on the iForCE website through which Client Users access the iForCE Curriculum.
 - 2.4. **Security.** iForCE will implement commercially reasonable security measures to protect against incidents of unauthorized access to personally identifiable Client User information.
 - 2.5. **Professional Services.** iForCE will perform the Professional Services as described in Section 2 of Exhibit A.
 - 2.6. **Books.** iForCE Learning will provide the Books described in Section 3 of Exhibit A. iForCE Learning reserves the right to make substitutions to Books listed in Exhibit A provided that any such substitutions will satisfy the requirements of the iForCE Curriculum and will be provided at the same price set forth in Exhibit A.
 - 2.7. **License.** Subject to the terms and conditions of this Agreement, iForCE hereby grants to Client a limited, nonexclusive, nontransferable, license to use and access the iForCE Curriculum within the Client’s school system for the Term of this Agreement. Such access may be through a trusted third party.
 - 2.8. **All Rights Reserved.** Except for the specific licenses set forth in Section 2.7, iForCE retains all rights, title interests in and to the original and any copies of any content or materials provided by iForCE. iForCE and its suppliers own all right, title, patent, copyright, trade secret, trademark, and other intellectual property rights pertaining to the iForCE Curriculum and any materials provided or made available to Client or Client’s Users by iForCE. Other than granting Client Users a limited license and accompanying right to access and use the iForCE Curriculum as described in this Agreement, iForCE expressly reserves all right, title, intellectual property rights and interest therein.
3. **Client Obligations.**
- 3.1. **Hardware/Software.** The iForCE Curriculum is made available to Client Users over the Internet through a web-browser interface. To access the iForCE Curriculum, therefore, Client Users must have a suitable Internet connection and access to an appropriately configured computer, as well as an appropriately configured computer network (where applicable). Client is solely responsible for all aspects (including cost) of the internet connectivity and equipment necessary for accessing and using the iForCE Curriculum.
 - 3.2. **Parental Consent.** Client will obtain any necessary parental consent for each Client User student to access and use the iForCE Curriculum. Client shall also assist with securing Parental agreement/consent to iForCE’s Acceptable Use Policy and any terms of use for the iForCE Curriculum.
 - 3.3. **Terms of Use.** All Client Users that access the iForCE Curriculum must comply with iForCE’s Acceptable Use Policy (“**AUP**”) and any terms of use for the iForCE Curriculum (“**Terms of Use**”). The current version of the AUP and any Terms of Use is posted at _____ and/or also on the iForCE related website through which Client Users access the iForCE Curriculum. iForCE reserves the right to suspend or discontinue a Client User from accessing the iForCE Curriculum at any time if the Client User violates the AUP and/or Terms of Use. Client will notify iForCE of any activity by its Client Users in violation of AUP and/or the Terms of Use.
 - 3.4. **Laboratory Activities.** If hands-on laboratory activities are required under the iForCE Curriculum, Client is responsible for all such hands-on laboratory activities, including ensuring that qualified personnel

are available to supervise such hands-on laboratory activities. iForCE will have no liability whatsoever with regard to any hands-on laboratory activities.

3.5. **No Resale Rights.** Client will not resell to any third party any iForCE Curriculum materials or the right to access or use the iForCE Curriculum or provide any third party who is not a Client User with access to, or the ability to use, the iForCE Curriculum.

4. **Payment.**

4.1. **General.** In consideration for the rights granted and services provided under this Agreement, Client will pay iForCE the amounts set forth below:

Components	Amount
Number of Students _____ in Year 1 at \$270 per student	\$
Number of Students _____ in Year 2 at \$472 per student	
Number of Students _____ in Year 3 at \$280 per student	
Number of Students _____ in Year 4 at \$550 per student	
Number of CyberPatriot Teams _____ at \$195 per team	\$
<i>Additional Course Costs Total pursuant to Exhibit A, and iForCE Advanced Cybersecurity Training Budget attached as Exhibit E and incorporated herein by reference.</i>	\$
<i>Additional Options selected from 4.2:</i> _____	
GRAND TOTAL	\$

4.2. **Additional Options.** In addition, iForCE can provide the following additional services, if selected by Client for the costs set forth below:

- A. Provide full day of on-site presentation, assistance, and training. FREE;
- B. Provide additional full day(s) of on-site presentation, assistance, and general training about iForCE for \$1,200 per day, plus travel expenses; _____
- C. Provide ½ day of Training (which must be consecutive day to full-day training) on-site and/or provide display and be available to discuss coursework with prospective students and/or provide class or assembly presentations for \$700 per ½ day, plus travel expenses. This can either be on a school system wide basis or individual school; _____
- D. Provide a custom certification exam preparation report per student per exam at a rate of \$1000 per day; _____
- E. Provide specialized one on one instruction, content specific hours, virtual labs, and physical labs. Online one-on-one instruction is available for an hourly rate of \$150 per hour. On site one-on-one training sessions are offered for a full 8 hour day at a total cost of \$1200 (\$150.00 per hour), plus travel expenses; _____
- F. iForCE Student curriculum Workbook;
A+ _____ @\$40 Network+ _____ @\$30 Security+ _____ @\$30 _____
- G. Customer service general support _____ # of students @ \$95 _____
- H. Professional Services _____ # of Locations @ \$5000 per location _____

_____ Client _____ iForCE

4.3. **Payment Terms.** As referenced in Exhibit B the payment terms will be offered as follows:

	Option	Description	Interest Rate
<input type="checkbox"/>	1	Paid in Full	0%
<input type="checkbox"/>	2	Quarterly Payments	1.5%
<input type="checkbox"/>	3	Monthly Payments	2.75%

4.4. **Late Payments.** Client will pay all iForCE invoices issued under this Agreement either via check or Automated Clearing House (ACH) electronic transfer within thirty (30) days of the invoice date. Client agrees, in addition, to any other legal remedies or rights hereunder, to interest to be charged on any outstanding balance owed to iForCE at the rate of 1% per month on any account balance not paid within 30 days of the invoice date or when otherwise due in accordance with this Agreement.

4.5. **Taxes.** Amounts stated under Section 4.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are the responsibility of Client, and Client will indemnify and hold iForCE harmless from any liability with respect to such taxes.

5. **Confidentiality and Public Disclosure.**

5.1. **Confidentiality.** Each party agrees that during the term of this Agreement, and for two (2) years thereafter, it will not disclose to any third party any Confidential Information of the other party, except to the extent required by law or as otherwise expressly authorized herein. The term “**Confidential Information**” means all non-public information that either party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. iForCE Confidential Information includes, without limitation, information relating to unreleased offerings. Confidential Information does not include information that was known to the receiving party prior to the disclosing party’s disclosure to the receiving party, or information that becomes publicly available through no fault of the receiving party. Nothing in this Section 5 precludes either party from disclosing Confidential Information when and as required by law.

5.2. **Public Disclosure.** The parties acknowledge that Client is subject to certain laws governing the disclosure of public records. The parties also acknowledge that this Agreement includes terms and conditions regarding the business practices of iForCE that iForCE considers proprietary information. Accordingly, Client agrees that it will not disclose the terms of this Agreement to any third party except and only to the extent that Client is required to do so under applicable public disclosure laws. Further, if Client receives a request to disclose any terms of this Agreement, then to the extent permitted by law Client will provide iForCE with notice of such request, reasonably in advance of any disclosure, and give iForCE an opportunity to identify and enforce any authorized exceptions to public disclosure that may apply to such request. Nothing herein shall preclude disclosure in accordance with a subpoena, Court Order, warrant, or other legal process from a tribunal with the power to compel the production of records, testimony and information.

5.3 **Client User Information.** iForCE agrees to maintain any personal information relating to Client’s Users, including, but not limited to names, dates of birth, academic records, addresses, phone numbers and social security numbers in confidence and that it will not disclose or disseminate to any outside 3rd party such information, unless otherwise required by law or in accordance with a subpoena, Court Order, warrant, or other legal process from a tribunal with the power to compel the production of records, testimony and information or iForCE is authorized by Client and/or Client’s User to disclose such information. Outside 3rd Party does not include iForCE related entities through whom access or services may be provided.

6. **Representations and Warranties.**

- 6.1. ***By Both Parties.*** Each party hereby represents and warrants to the other party that: (a) it has the power and authority to enter into this Agreement and is permitted by applicable law and regulations to enter into this Agreement; and (b) it will comply with all applicable laws in the performance of its obligations under this Agreement, and in particular applicable federal and state regulations regarding student records, student privacy, and the commercial use of student information, including, where applicable, the Family Educational Rights and Privacy Act.
- 6.2. ***By iForCE.*** iForCE Learning further represents and warrants that Client's and Client Users' access to and use of the iForCE Curriculum as described in this Agreement will not infringe any third party copyright.
- 6.3. ***Warranty Disclaimer.*** Except as set forth in section 6.2 above, iforce disclaims any and all warranties, conditions, and duties of any kind (if any), express, implied, or statutory with respect to the iforce curriculum, including without limitation, any warranty of merchantability, of fitness for any particular purpose. Except as set forth in section 6.2, there is no warranty of non-infringement or title.

7. **Indemnity.**

- 7.1. ***Duty to Indemnify.*** Client agrees to defend, indemnify and hold harmless iForCE and its agents' officers or employees from and against any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages, including reasonable attorney's fees and costs, arising out of any claims based upon the provision by iForCE of the cybersecurity education to Client's students or arising out of its provision of services pursuant to this Agreement or arising out of or in connection with any breach or alleged breach of any representation or warranty set forth in Section 6 or Client's failure to secure any consents required of parents/guardians of Client's students under this Agreement.

8. **Exclusion Of Certain Damages & Limitation On Liability.**

- 8.1. ***Exclusion Of Certain Damages.*** Neither Party Will Be Liable To The Other Party For Any Indirect, Incidental, Consequential, Special Or Punitive Damages Arising Out Of Or In Connection With This Agreement, Even If A Party Has Been Advised Of The Possibility Of Such Damages Or If Such Possibility Was Reasonably Foreseeable.
- 8.2. ***Limitation On Liability.*** In No Event Will iforce's Total Aggregate Liability For All Claims Arising Out Of Or In Connection With This Agreement Exceed The Total Amounts Actually Paid By Client To iforce Under This Agreement.
- 8.3. ***Application.*** The Exclusion Of Damages And Limitation On Liability In This Section 8 Shall Apply Regardless Of The Form Or Cause Of Action Or The Alleged Basis Of Any Claim And Even If The Remedies Otherwise Provided Under This Agreement, At Law Or In Equity Fail Of Their Essential Purpose.

9. **Term, Renewal and Termination.**

- 9.1. ***Initial Term.*** This Agreement shall commence on the Effective Date and continue through _____, 2016, unless earlier terminated as provided in this Section 9. Renewal shall be subject to paragraph 9.2 below.
- 9.2. ***Renewal.*** Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods from ____ to ____ of each year, unless either party shall provide written notice of non-renewal no later than February 15, prior to the expiration of the Initial Term or any successive renewal term. Any renewal shall be on the same terms and conditions, provided however, that the prices may be reasonably increased during each renewal term to cover iForCE's increased costs and inflation, provided however, that in no event shall pricing increase more than 5% annually.
- 9.3. ***Termination.*** Either party may suspend performance or terminate this Agreement immediately upon

written notice to the other party at any time if the other party is in material breach of any provision of this Agreement and has failed to cure that breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, iForCE may suspend performance or terminate this Agreement immediately upon written notice to Client if Client is thirty (30) days overdue on any payment due to iForCE under this Agreement.

9.4. **Effect of Expiration/Termination.** Upon the expiration, without renewal by the parties for a renewal term, or termination of this Agreement, all access to the iForCE Curriculum will promptly cease, and Client will immediately pay all amounts due to iForCE up to the date of expiration/termination. All fees owed by Client are non-refundable, except in the case of a termination of the Agreement by Client for a material breach of the Agreement by iForCE, in which case Client shall be entitled to a refund only, on a pro-rata basis, of the per-school payment made to iForCE. Student registration and other fees and costs are not refundable. The following Sections will survive the expiration or termination of this Agreement: 4 (with respect to amounts due and owing upon expiration/termination), 5, 6, 7, 8, 9.3 and 10.

10. **Miscellaneous.**

10.1. **Relationship of Parties.** Client and iForCE are independent contractors with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment or partnership relationship.

10.2. **Force Majeure.** For a reasonable time period, iForCE will be excused from delay, breach of this Agreement or failure in performance under this Agreement due to causes beyond iForCE reasonable control including without limitation, acts of God, government action, strikes, acts of public enemies, civil disturbance or riots, war, national emergency, floods, power outages, telecommunications failures, fires, earthquakes, storms or other similar causes.

10.3. **Notices.** Any notices given under this Agreement shall be delivered either by overnight delivery service, certified or registered mail, postage prepaid and return receipt requested or sent by facsimile with a confirmation addressed to iForCE L or Client at the address stated below, and shall be deemed to have been given on the day when received by the party to whom the notice is given.

	iForCE Contact	Client Contact
Name, Title	Manager, Contracts	
Organization	CEI	
Address	4609 Allens Mill Blvd	
City, State, Zip	Haymarket, VA 20169	
Phone	720-77-CYBER	
Facsimile	N/A	

10.4. **Assignment.** iForCE may utilize trusted third party affiliated companies to provide access to the curriculum or services in performance of this Agreement. Other than to such trusted parties neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the immediately preceding sentence, either party may assign this Agreement without the other party’s prior written consent as part of a merger, acquisition or a sale or transfer of a majority of the assigning party’s assets. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assignees.

10.5. **Waiver/Severability.** No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by the waiving party, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. The clauses, and portions of clauses, of the Agreement are severable. If any clause, term, or portion thereof, of this Agreement is found by a court of competent jurisdiction to be in whole or in part invalid or unenforceable, then such unenforceable term or portion thereof, shall not affect the remainder of the other clauses, terms, or portions thereof herein. To the extent permitted under the law, the unenforceable clause, term, or portion thereof, will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risk among the parties reflected in the original provision, and the remainder of this

Agreement shall continue in effect.

- 10.6. **Governing Law/Attorney's Fees.** This Agreement will be governed by and construed under the laws of the State of Virginia (except to the extent federal law is controlling on the subject matter), without regard to its conflict of laws provisions. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs incurred in any such action.
- 10.7. **No Third Party Beneficiaries.** This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.
- 10.8 **Exhibits.** The Exhibits attached hereto, Exhibits ___ to ____ are a part of this Agreement and are incorporated herein by reference.
- 10.9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written. Changes, amendments or modifications to this Agreement must be in writing and signed by both parties. If there is an inconsistency between this Agreement and the AUP and/or Terms of Use, then this Agreement shall control but solely to the extent of the inconsistency and solely with respect to iForCE and Client (as the parties to this Agreement).

IN WITNESS WHEREOF, the authorized representatives of iForCE and Client agree to the terms and conditions set forth in this Agreement.

Cybersecurity Education, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

iForCE Curriculum, Professional Services and Books

1. iForCE Curriculum:

- The current iForCE Curriculum offerings are attached as Exhibit D. Additional costs per student, vary per class.
- A student may be enrolled in multiple courses at the same time. Student processing fees are non-refundable. The number of students enrolled at one time may not exceed _____.
- The price for the iForCE Curriculum does not include any Course Materials.

2. Professional Services:

- Free online fundamental administrator and teacher training. Client’s system participation in fundamental training, which covers basic usage of the materials is required.
- Free online fundamental faculty training. Each school within the Client’s School System must designate at least one representative who must undergo the training.
- Provide free telephone technical support and online support during normal business hours.

3. Books and Other Course Materials:

- Client agrees to the attached iForCE Advanced Cybersecurity Training Budget which includes the Course Materials, such as textbooks, and other materials identified therein. Client agrees to pay IforCE the costs identified in Exhibit E on a per student, class, and/or school basis as may be reflected on Exhibit E.

Total Price for Books and Other Course Materials for current year: \$ _____
Additional students beyond the budgeted amount may be added during the term of the Agreement at the per student cost

Total Projected Price for Books and other Course Materials for 2nd Year:
\$ _____.

EXHIBIT B
Payment Schedule

Client will pay iForCE according to the following Payment Schedule:

Option	Description	Interest Rate
1	Paid in Full	0%
2	Quarterly Payments	1.5%
3	Monthly Payments	2.75%

EXHIBIT C

User Support

1. **General.** iForCE will provide Client Users with support via a phone number and email. Phone support will be available from iForCE Monday–Friday from 7:00 a.m. to 4:00 p.m. Eastern Standard Time. iForCE will give Client Users notice of any intermittent or seasonal changes to the phone support schedule by posting an announcement on the iForCE website through which Client Users access the iForCE Curriculum and/or by a voicemail greeting.
2. **Disclaimer.** iForCE’s ability to support Client and Client Users with respect to the iForCE Curriculum depends on Client (a) providing iForCE with prompt notice if Client becomes aware of any problem that affects the ability of Client Users to access and/or use the iForCE Curriculum, (b) cooperating in a timely manner with iForCE’s efforts to diagnose the source of problems, (c) making available to iForCE appropriate staff and system information for resolving issues as they may arise, and (d) implementing reasonable technical solutions suggested by iForCE in a timely manner. In addition, iForCE is not responsible for Client User problems that stem from Client’s Internet connection, any Client or third party hardware or software, or Client’s own network.

EXHIBIT D

Current iForCE Course Offerings

See Attached

EXHIBIT E

iForCE Advanced CyberSecurity Training Budget

See Attached