

## MASTER VENDOR SERVICES AGREEMENT

This Master Vendor Services Agreement (“Agreement”), is made by and between you, the company providing services (“Vendor”), and the Tenable entity listed in the Entity Matrix located here: <http://static.tenable.com/documentation/entity-matrix.pdf> (“Tenable”).

### SCOPE

This Agreement applies to, and is incorporated into, any Statement of Work, Quote, Purchase Order, Invoice, or other applicable ordering or purchase document (the “Attachment”) which is issued during the Term of this Agreement.

### 1. VENDOR OBLIGATIONS

Vendor shall use commercially reasonable efforts to complete the work. Vendor warrants that the products will be provided and/or services will be completed in a professional, workmanlike manner in accordance with applicable industry standards. Vendor shall enforce strict discipline and good order among its employees and other persons performing services for Tenable on Tenable’s property. Vendor is solely responsible for, and agree to perform its obligations in a manner that complies with all applicable national, federal, state and local laws, statutes, ordinances, regulations, codes and other types of government authority (including those governing export control, unfair competition, anti-discrimination, false advertising, privacy and data protection, and publicity and those identifying and requiring permits, licenses, approvals, and other consents).

### 2. PAYMENT AND PRICING

Prices and payment will be as set forth in the Attachment. Unless a longer period is stated in the Attachment, payment shall be Net 30 from the date Tenable receives an invoice. If Tenable reasonably disputes an invoice, Tenable will pay the undisputed amount within the agreed timeframe and will promptly pay the remainder (if any) once the dispute has been resolved.

### 3. ACCEPTANCE

The products and/or services will be deemed satisfactory to Tenable and accepted by it unless within thirty (30) calendar days after the delivery or completion, Tenable gives Vendor written notice of the respects in which the products and/or services do not conform to the applicable requirements. Upon notice by Tenable of inadequacy of the products and/or services, Vendor will replace the product or re-perform the services within ten (10) business days; provided that if Vendor is unable to replace the products or re-perform the services within ten (10) business days, Vendor shall pay a refund of all payments received by Vendor from Tenable for the particular products and/or services deemed unacceptable.

### 4. CONFIDENTIALITY

As used in this Agreement, “Confidential Information” means any and all information and material that is disclosed by a party (the “Disclosing Party”) and: (i) is marked “Confidential,” “Restricted,” or “Confidential Information” or other similar marking; (ii) is known by the party receiving the Confidential Information (the “Receiving Party”) to be confidential or proprietary; or (iii) from all the relevant circumstances, should reasonably be assumed by Receiving Party to be confidential or proprietary. Confidential Information does not include any information that Receiving Party can prove: (a) was already known to Receiving Party without restrictions at the time of its disclosure by Disclosing Party; (b) after its disclosure by Disclosing Party, is made known to the Receiving Party without restrictions by a third party having the right to do so; (c) is or becomes publicly known without violation of this Agreement; or (d) is independently developed by Receiving Party without reference to the Confidential Information. Confidential Information will remain the property of Disclosing Party, and Receiving Party will not be deemed by virtue of this Agreement or any access to the Confidential Information to have acquired any right, title or interest in or to the Confidential Information. Receiving Party may not copy any Confidential Information without Disclosing Party’s prior written permission. Receiving Party may not remove any copyright, trademark, proprietary rights or other notices included in or affixed to any Confidential Information. Other than in furtherance of the scope of this Agreement, Vendor may not use the Confidential Information for Vendor’s or a third party’s benefit, competitive development or any other purpose. Receiving Party agrees: (I) to hold the Confidential Information in strict confidence; (II) to limit disclosure of the Confidential Information to Receiving Party’s own employees or contractors having a need to know the

Confidential Information for the purposes of this Agreement; (III) to use the Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out Receiving Party's obligations and exercise Receiving Party's rights under this Agreement; (IV) to afford the Confidential Information at least the same level of protection against unauthorized disclosure or use as Receiving Party normally uses to protect Receiving Party's own information of a similar character, but in no event less than reasonable care; and (V) to notify Disclosing Party promptly of any unauthorized use or disclosure of the Confidential Information and to cooperate with and assist Disclosing Party in every reasonable way to stop or minimize such unauthorized use or disclosure. Receiving Party agrees that if a court of competent jurisdiction determines that Receiving Party have breached, or attempted or threatened to breach, Receiving Party's confidentiality obligations to Disclosing Party or Disclosing Party's proprietary rights, Disclosing Party will suffer irreparable harm and that monetary damages will be inadequate to compensate Disclosing Party for such breach. Accordingly, Disclosing Party, in addition to and not in lieu of any other rights, remedies or damages available to it at law or in equity, shall be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations without requirement to post any bond.

## **5. LOGO, TRADEMARK, COPYRIGHT USAGE**

If the scope of work from the applicable Attachment requires Vendor to display one or more of Tenable's logos, trademarks, or otherwise copyrighted material ("Tenable Materials"), Tenable grants Vendor a limited, revocable, non-exclusive, non-transferable license to use the Tenable Materials subject to Tenable's reasonable guidelines and solely for the purpose outlined in the Attachment.

If the scope of work from the applicable Attachment requires Tenable to display one or more of Vendor's logos, trademarks, or otherwise copyrighted material ("Vendor Materials"), Vendor grants Tenable a limited, revocable, non-exclusive, non-transferable license to use the Vendor Materials subject to Vendor's reasonable guidelines and solely for the purpose outlined in the Attachment.

## **6. WORKS MADE FOR HIRE**

"Developments" means every invention, modification, discovery, design, development, software program, work of authorship, documentation, formula, data, technique, know-how, secret or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registrable under copyright or similar statutes or subject to analogous protection) that is made, conceived, discovered, or reduced to practice by Vendor or its personnel working at or on behalf of Tenable (either alone or with others) under this Agreement. Upon payment in full by Tenable for each Development, the benefits thereof shall immediately and automatically be the sole and absolute property of Tenable. Vendor will immediately disclose to Tenable each such Development, or make such Developments known in the course of the work hereunder, and hereby assigns to Tenable, without further compensation, any and all right, title and interest that Vendor may have or acquire in each such Development, including patent rights, by virtue of the execution of this Agreement. Copyrightable Developments produced for Tenable by Vendor or Vendor personnel performing Services hereunder shall be deemed "work made for hire" within the meaning of the U.S. Copyright Act, as amended. If any portion of such work is determined not to be a work made for hire, Vendor hereby assigns to Tenable all right, title and interest in and to such work, as well as all related copyright, and all other related proprietary rights therein by virtue of the execution of this Agreement. Vendor agrees to include this obligation in any separate personnel or contractor agreements with any individuals or entities performing work for Tenable hereunder.

## **7. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES WILL TENABLE BE LIABLE TO VENDOR OR ANY OTHER PERSON OR ENTITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, PROPERTY DAMAGE, LOSS OF REVENUE, LOSS OF BUSINESS OR LOST SAVINGS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT TENABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF VENDOR SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM TENABLE (INCLUDING FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS), TENABLE WILL BE LIABLE ONLY FOR THE AMOUNT OF VENDOR'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS) THE FEES PAYABLE BY TENABLE

FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVE RISE TO SUCH LIABILITY AND IS THE SUBJECT OF THE CLAIM.

## **8. INDEMNIFICATION**

Vendor shall defend, hold harmless and indemnify Tenable and its officers, agents, contractors and employees from and against any and all claims, actions, liabilities, losses, fines, penalties, costs and expenses arising out of any death of or injury to any person, damage to any property, or any other damage or loss, by whomsoever suffered, claimed to result in whole or in part from any (i) defect in products and/or services delivered pursuant to the Attachment, or (ii) any negligent or intentional act, activity or omission of Vendor, its employees or agents, including activities on Tenable's premises.

## **9. TERMINATION**

- A. This Agreement will survive until terminated by either party. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement (including without limitation Sections 2, 4, 5, 6, 7, 8, and 11).
- B. Tenable may terminate this Agreement and any Attachment for any reason upon fifteen (15) days' prior written notice to Vendor. Tenable will promptly pay Vendor all fees and expenses earned up to the date of termination; provided that Vendor shall refund any pre-paid fees on all non-delivered products or services within fifteen (15) days of termination. Vendor may terminate this Agreement upon thirty (30) days' prior written notice to Tenable if there are no outstanding Attachments.
- C. Either party may terminate this Agreement and any Attachment immediately for a material breach after providing the other party written notice and a ten (10) day opportunity to cure. Upon Vendor's termination of any Attachment or this Agreement for Tenable's breach, Tenable will promptly pay Vendor all outstanding fees and expenses. Upon Tenable's termination of any Attachment or this Agreement for Vendor's breach, Tenable shall not be obligated to pay for any outstanding fees or expenses, and Vendor shall refund any pre-paid fees within fifteen (15) days of termination.

## **10. INSURANCE REQUIREMENTS**

Upon execution of this Agreement and subsequently upon request, Vendor will provide Tenable with a certificate of insurance, evidencing compliance with the insurance requirements and prior to each insurance renewal. The insurance requirements are as set out below. Insurance limits noted below are minimum policy limits only, and do not limit Vendor's responsibilities. Vendor acknowledges and agrees that its failure to provide the certificate of insurance as required hereunder will not be a waiver by Tenable of Vendor's contractual requirements to provide insurance.

- A. General Liability including bodily injury, personal injury, property damage liability in the following minimum amounts: \$1,000,000 each occurrence; \$2,000,000 general aggregate. Fire damage liability of at least \$50,000 each occurrence, and medical expense liability of \$5,000 for any one person.
- B. Workers' Compensation and Employer's Liability in the following minimum limits: Worker' Compensation – Statutory; Employer's Liability – \$500,000 each employee.

## **11. BACKGROUND CHECKS & SECURITY**

- A. Tenable requires contractors and vendors who have access to Tenable's computer networks, information systems, customer information, databases, or any other confidential and proprietary information (collectively "Access to Sensitive Information") to go through a criminal background check if legally permitted. All such background checks shall be done prior to Access to Sensitive Information and shall strictly adhere to standards provided by federal and state laws and regulations. Tenable reserves the right to suspend payment or terminate this Agreement immediately in the event that a background check uncovers information that would, in Tenable's sole opinion, be detrimental to its business to have Vendor, or Vendor's employees, complete the services. Tenable may request proof of completed background checks, or alternatively, the complete background check of the individual to do a risk assessment.

- (1) If Vendor is an individual person, Vendor agrees to permit Tenable, or its designee, to conduct a background check.
- (2) If Vendor is an entity and provides Tenable with individuals to complete the services, then Vendor represents and warrants that it has conducted background checks on such individuals. The background check shall include, but not be limited to:
  1. Social Security (or other governmental issued identification number) validation and trace;
  2. felony and misdemeanor search for charges for the past seven (7) years; and
  3. sex offender search.

Vendor shall not assign any individuals to Tenable if a background search uncovers any criminal history in violation of the points above or if the individual has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts. Tenable reserves the right to (i) request the results of the background check; (ii) conduct its own background check; or (iii) request Vendor conduct multiple background checks over the term of this Agreement. In the event Vendor is based outside of the United States, then the completed background checks shall be the equivalent of the points above in Vendor's jurisdiction. Notwithstanding the foregoing, any background check shall be completed in accordance with applicable law and this clause is void where legally prohibited.

- B. In the event Vendor uses its own personal computer in providing the services and will be given access to Tenable's network or systems access, before performing the services, Vendor shall provide Tenable (i) the name of the anti-virus and anti-malware software running on its computer; (ii) a recent Nessus vulnerability scan; and (iii) a list of commercial and open-source software running on the computer. Vendor agrees during the contract term to ensure its computer is encrypted and to continuously run anti-virus and anti-malware software. Tenable reserves the right to physically or remotely inspect Vendor's personal computer to ensure compliance with the requirements stated herein. Vendor shall bear the cost of having its computer inspected for any cyber exposure risks, which shall include, shipping its laptop to a Tenable address, or providing its laptop to a mutually agreed upon third party to conduct an inspection of the laptop for compliance. Tenable may terminate this Agreement for cause if Vendor fails to provide this information, or if Tenable determines, in its sole discretion, that Vendor's personal computer would cause a cyber exposure risk.

## 12. GENERAL

- A. Assignment. Tenable may assign this Agreement in its discretion. Vendor may not assign, subcontract or otherwise delegate its rights or obligations without the prior written consent of Tenable, and any attempt to do so will be void. This Agreement will be binding upon the parties' respective successors and permitted assigns.
- B. Waiver. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver. No waiver will be effective unless it is in writing and signed by an officer. If a party waives any right, power or remedy it has, such waiver will not waive any successive or other right, power or remedy.
- C. Choice of Law and Jurisdiction. See Entity Matrix here: <http://static.tenable.com/documentation/entity-matrix.pdf>
- D. Severability. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.
- E. Independent Contractors. Both parties acknowledge that they are independent contractors and that any Vendor personnel providing services hereunder will not be deemed employees of Tenable.
- F. Notices. All notices to be given to a party under this Agreement must be in writing, sent to the address above or to such other addresses as Vendor or Tenable may designate, by certified mail (return receipt requested), overnight courier, personal delivery, or confirmed email or facsimile.
- G. Entire Agreement. Other than the terms of any software license agreements covering products used during the services, this Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. In the event of an inconsistency between this Agreement and any Attachment, the terms of this

Agreement shall control. Unless otherwise expressly provided herein, this Agreement may be modified or amended solely in a writing signed by both parties.