MAVENSOFT TECHNOLOGIES, LLC

Operational Readiness, Platform and Services Terms and Conditions

For Mavensoft Resilience and Mavensoft Continuum

VERSION 8.5

Revised: September 22, 2026

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1. Parties, Electronic Acceptance, and Effective Date

These Operational Readiness, Platform and Services Terms and Conditions (the "Terms") constitute a binding agreement between Mavensoft Technologies, LLC, an Oregon limited liability company ("Mavensoft"), and the legal entity identified in the applicable Order ("Client"). Mavensoft and Client may each be a "Party" and together the "Parties."

The individual accepting these Terms for Client represents and warrants that the individual:

- Has reviewed or has had a reasonable opportunity to review these Terms and the applicable Order;
- Is legally authorized to act for and bind Client;
- Intends to provide an electronic signature or other legally effective acceptance for Client; and
- Accepts these Terms and the applicable Order on Client's behalf.

These Terms become effective on the earliest of:

- Client's affirmative electronic acceptance of these Terms;
- Client's execution of an Order, Statement of Work, amendment, or other document incorporating these Terms;
- Mavensoft's written acceptance of a Client purchase order that expressly incorporates these Terms; or
- Another affirmative acceptance method approved in writing by Mavensoft.

The "Effective Date" is the date on which acceptance first occurs. The "Contract Start Date" is the date on which Mavensoft receives and clears the required initial fifty percent (50%) payment. The Contract Start Date establishes the annual contract anniversary and is not changed by a later Tier adjustment, scope adjustment, additional-user charge, configuration change, or service modification. Payment of an invoice will not, by itself, modify the accepted scope or Terms unless the invoice and acceptance process conspicuously state that payment constitutes acceptance.

Electronic contracting compliance: These Terms are intended to comply with the federal E-SIGN Act and the Oregon Uniform Electronic Transactions Act. Public-sector, healthcare, utility, and other regulated Clients whose procurement rules restrict clickwrap acceptance shall instead use the negotiated lane described in Section 1's Contracting Design and execute an Order or Statement of Work. Mavensoft will apply jurisdiction-specific e-signature or procurement requirements a Client identifies during Order negotiation.

2. Orders and Product Selection

Client shall select the applicable Solution, Tier, scope, fees, payment schedule, and other commercial terms through an electronic Order. An accepted proposal, optional Statement of Work, purchase order accepted by Mavensoft, or other ordering record approved by Mavensoft may also serve as the Order when appropriate.

The selected product is the "Solution" and shall be one or both of the following:

- Mavensoft Resilience
- Mavensoft Continuum

Mavensoft Compliance Continuity is not governed by these Terms and is subject to separate SaaS or product-specific terms.

An Order may identify the selected Solution, Tier, Phase 0 scope, Phase 1 scope, deliverables, dates, fees, activation services, staffing services, Client-specific requirements, public-sector terms, data-security requirements, and any approved modification to these Terms.

No Client purchase order, vendor portal term, procurement term, or other Client-issued document will modify these Terms unless Mavensoft expressly agrees to the modification in a written or electronic record approved by an authorized Mavensoft representative.

3. Purpose and Operating Doctrine

The purpose of these Terms is to establish the legal, commercial, and operational framework under which Mavensoft and Client assess, prepare, pressure-test, configure, launch, operate, support, and maintain the selected Solution.

Outcome First. Operational Truth Always. Technology that Empowers Human Judgment.

The Parties acknowledge that the Solution is not merely a software license. It is an operational framework supported by technology, methodology, evidence, verification, defined responsibilities, and authorized human judgment.

Track → Evidence → Verify → Close → Review

Technology, automated tools, dashboards, artificial intelligence, alerts, recommendations, and status indicators may assist authorized personnel. They do not replace human judgment, independently authorize action, or transfer Client decision authority to Mavensoft.

4. Definitions

"Activation Notice" means an electronic or written authorization that identifies the Resilience posture, start time, authorized scope, expected duration or review point, applicable rates, spending threshold if any, and authorized representatives.

"Authorized Representative" means an individual identified by a Party as having authority to approve an Order, launch, activation, readiness status, material scope change, or other binding decision.

"Cleared to Proceed" means a Readiness Determination indicating that, based on available evidence and the contracted review, sufficient readiness exists to proceed into Phase 1 within the authorized scope.

"Conditionally Cleared" means a Readiness Determination under which Phase 1 may proceed only within documented conditions, safeguards, limitations, monitoring requirements, corrective actions, named ownership, evidence requirements, review dates, and escalation triggers.

"Current Reality" means the most accurate known operational status at a given point in time based on available facts, evidence, ownership, verification, and documented updates.

"Contract Start Date" means the date on which Mavensoft receives and clears the required initial fifty percent (50%) payment. This date establishes the annual contract anniversary for renewal, maintenance, and standard updates.

"CVL" means the Continuum closure and verification lifecycle reflected in Track → Evidence → Verify → Close → Review.

"Gatekeeper" means Mavensoft's proprietary methodology for evaluating readiness and operational truth through ownership, accountability, handoff, evidence, verification, closure, review, and authorized human judgment.

"Liaison" means a Client-designated or Mavensoft-provided person responsible for coordinating information, stakeholders, evidence, updates, ownership, and continuity activities within the agreed role.

"Mission Control" means the coordinated operational support function used by Mavensoft Resilience to maintain Current Reality, ownership, handoffs, escalation awareness, structured updates, and continuity during elevated postures.

"Not Yet Cleared" means a Readiness Determination indicating that material gaps remain and additional preparation, evidence, participation, resources, corrective action, or authorization is required before Phase 1 may proceed.

"Operational Truth" means the current reality of a situation or workflow based on available facts, evidence, verification, ownership, and documented status, distinguished from assumption, interpretation, opinion, or unverified information.

“Order” means the electronic ordering record accepted with these Terms, or an accepted proposal, optional Statement of Work, purchase order accepted by Mavensoft, or other approved record identifying the applicable commercial and operational terms.

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"Phase 0" means the contracted assessment, preparation, readiness review, configuration planning, orientation, training, and pressure-testing stage leading to a written Readiness Determination.

"Phase 1" means the authorized operational launch stage for the selected Solution following the applicable Readiness Determination and human authorization to proceed.

"Readiness Determination" means Mavensoft's written operational assessment issued after the contracted Phase 0 activities, with a status of Cleared to Proceed, Conditionally Cleared, or Not Yet Cleared.

"Real-Time Visibility" means the ability to view operational status, ownership, evidence, updates, exceptions, readiness information, and conditions as information is entered, transmitted, verified, and made technically available through authorized sources. It does not promise instantaneous or error-free transmission.

"Recovery Mode" means the Resilience status following containment or All Clear in which active elevated-posture operations have ended but carryover, verification, residual-risk review, handoff, follow-up, and closure remain in process.

"Red Alert" means a Resilience operational posture requiring intensive continuity coordination, frequent status refresh cycles, Mission Control support, and 24×7 coverage where specifically authorized and resourced.

"Tier" means the commercial and service level selected in the applicable Order.

"Trusted Guardian" means a trained Mavensoft or Mavensoft-approved resource supporting continuity, evidence verification, ownership tracking, shift packet preparation, escalation coordination, Current Reality maintenance, and related services under a separate staffing or services arrangement.

"Watch" means a Resilience elevated-readiness posture requiring increased monitoring, structured updates, continuity review, ownership verification, and early escalation awareness.

5. Electronic Records, Communications, and Acceptance Evidence

Client consents to conduct transactions with Mavensoft electronically and to receive Orders, invoices, notices, updated Terms, renewal notices, operational communications, and other records electronically at the contact information supplied by Client.

Mavensoft may retain and reproduce electronic records for contractual, operational, evidentiary, billing, audit, security, compliance, and dispute-resolution purposes. Acceptance records include, where commercially reasonable:

- Client legal name;
- Accepting individual's name, title, and business contact information;
- Representation of authority;
- Date and time of acceptance;
- Terms version and effective date;
- Applicable Order, Solution, Tier, scope, and pricing;
- Acceptance method and relevant technical audit information (including IP address and device/browser information); and
- A retrievable copy of the accepted Terms and Order.

Client is responsible for maintaining accurate contact and authorization information. Administrative updates, including changes to liaison assignments, notification recipients, billing contacts, technical contacts, and similar information, may be submitted through an authenticated electronic process and recorded with the requester, approving authority, prior information, updated information, and effective date. Immediately after acceptance, Mavensoft will provide a downloadable or printable copy of the accepted Terms, completed Order, and Electronic Acceptance Record and will securely distribute or make those records available to the Authorized Representative, designated contract administrator, designated billing contact, and Mavensoft's controlled contract repository. Contract-record access is role controlled and is not automatically granted to operational users. Client may request another downloadable or printable copy at any time.

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Retention and evidentiary standards: Mavensoft will retain Electronic Acceptance Records for the longer of (a) seven (7) years after expiration or termination of the applicable Order, or (b) the period required by applicable law. Acceptance audit data (including IP address and device information) is treated as Client Confidential Information under Section 20 and used only for contractual, evidentiary, security, and compliance purposes. For an Order whose cumulative fees exceed the highest published Tier price in Addendum A, Mavensoft will confirm the accepting individual's business email domain before treating electronic acceptance as effective.

6. Updates to Terms

Mavensoft may update these Terms periodically. Updates are identified by version and effective date.

Nonmaterial updates, including formatting, contact information, typographical corrections, and clarifications that do not materially reduce Client rights or materially increase Client obligations, may become effective upon posting or electronic notice.

Material changes affecting an active Order will be communicated through reasonable direct notice. Where required by law or determined appropriate by Mavensoft, Client will be asked to affirmatively accept the updated Terms.

Administrative and implementation updates that remain within the accepted Tier and scope — including contact changes, liaison assignments, report recipients, scheduling details, and configuration adjustments — may be recorded electronically without an amended Order. A change affecting price, Tier, material scope, custom development, data-security obligations, intellectual property, liability, governing law, venue, or other material contractual terms requires affirmative electronic acceptance in an updated Order or amendment.

- Existing Orders remain governed by the version accepted for that Order unless the Parties affirmatively agree otherwise.
- New Orders, renewals, upgrades, extensions, and material scope modifications may be governed by the then-current Terms.
- A Client that declines updated Terms may be ineligible for renewal, upgrades, new Orders, or continued service after the applicable notice and transition period.
- Mavensoft will not intentionally terminate active elevated support in a manner that creates an unreasonable and avoidable continuity risk, except when continued performance would be unlawful, unsafe, technically infeasible, outside authorized scope, or materially uncompensated.
- Any required transition will be managed under Section 26.

7. Scope of Engagement

Mavensoft will provide the services described in the applicable Order and incorporated Addenda. Scope may include discovery, assessment, workflow review, readiness evaluation, configuration planning, pressure testing, training, liaison planning, launch preparation, platform access, support, activation services, and other expressly ordered services.

Unless expressly included in an accepted Order, these Terms do not include third-party licenses, hardware, sensors, telecommunications services, field travel, regulatory certification, legal or audit opinions, engineering certification, emergency command authority, onsite response, custom development, staffing, or services outside the authorized scope.

Platform terms placement: Baseline platform availability, support, and acceptable-use terms are stated in Addendum G. An Order may incorporate a more detailed Platform Addendum specific to a Client's environment, which controls over Addendum G to the extent it expressly conflicts.

8. Phase 0 Operational Readiness Assessment and Preparation

Phase 0 is the readiness, preparation, and verification stage. Depending on the Solution, Tier, Client environment, and Order, Mavensoft may perform some or all of the following:

- Discovery workshops and stakeholder interviews;

- Current workflow and operational process review;
- Ownership, accountability, decision-authority, and escalation mapping;
- Handoff and continuity analysis;
- Evidence collection and documentation review;
- Verification procedure and closure criteria review;
- Communications and signal-loss continuity planning;
- Equipment, systems, capability, and dependency review;
- Operational risk, drift, unknown, and gap identification;
- Scenario walkthroughs, tabletop exercises, and pressure testing;
- Configuration planning, orientation, training, and launch preparation;
- Liaison planning and role clarification; and
- Preparation for the Gatekeeper Readiness Review.

The detailed minimum-readiness framework appears in Addendum E. The list above is illustrative; Mavensoft's obligation is limited to the scope accepted in the applicable Order.

Phase 0 prepares and verifies readiness. Phase 1 begins only after the required readiness conditions have been reviewed and authorized humans approve proceeding.

9. Gatekeeper Readiness Review and Readiness Determination

At the conclusion of the contracted Phase 0 activities, Mavensoft will conduct a Gatekeeper Readiness Review and issue a written Readiness Determination based on available evidence, participation, workflow understanding, liaison readiness, safeguards, and operational preparation.

Readiness Outcome	Meaning
Cleared to Proceed	Sufficient readiness exists to proceed into Phase 1 within the authorized scope, subject to written human authorization.
Conditionally Cleared	Phase 1 may proceed only within documented safeguards, conditions, ownership, monitoring, evidence, review dates, and escalation triggers.
Not Yet Cleared	Material gaps remain. Additional preparation, evidence, resources, participation, corrective action, or authorization is required before launch.

Conditional Clearance does not reduce oversight. Mavensoft and Client will maintain increased observation, verification, named ownership, defined safeguards, evidence checks, and escalation triggers until the conditions are satisfied and the status is formally changed or otherwise resolved.

A Readiness Determination reflects Mavensoft's assessment of information available at the time of review. It does not independently authorize Phase 1, constitute certification, or guarantee future performance.

10. Phase 1 Operational Launch

Phase 1 begins only after: (a) Mavensoft delivers the applicable Readiness Determination; (b) required conditions and safeguards are documented; (c) required payment obligations are satisfied or otherwise approved; and (d) Authorized Representatives provide written or approved electronic authorization to launch.

Phase 1 may include deployment, configuration completion, operational activation, training, handoff procedures, monitoring configuration, ongoing operational use, and support within the applicable Tier and Order.

Phase 1 launch signifies authorized operational use within the contracted scope. It is not a warranty of fitness for a particular operational purpose or outcome.

11. Client Responsibilities

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- Identify the Client legal entity and ensure acceptance by an Authorized Representative;
- Designate required decision makers, executive sponsor, administrative lead, liaisons, and operational contacts before Phase 0 activities;
- Provide timely access to relevant stakeholders, records, workflows, systems, facilities, and approved data;
- Participate in workshops, interviews, training, reviews, and pressure testing;
- Respond to reasonable information requests within five business days unless otherwise agreed;
- Support corrective actions and readiness items identified during Phase 0;
- Provide organizational authority and timely decisions required for launch and activation;
- Maintain accurate information and promptly disclose material changes affecting readiness;
- Maintain Client systems, connectivity, credentials, devices, security, backups, and third-party services under Client control;
- Use the Solution and Mavensoft outputs only within the authorized scope; and
- Retain sole responsibility for operational decisions, incident command, emergency response, resource deployment, regulatory compliance, public safety actions, field inspections, personnel supervision, and final closure authority.

Readiness is a shared responsibility. Client delay, non-participation, inaccurate information, unavailable stakeholders, missing evidence, or failure to provide required authority may delay or prevent launch and does not excuse payment for completed Mavensoft work.

12. Mavensoft Responsibilities

- Perform contracted readiness and professional services in a professional and workmanlike manner;
- Apply the Gatekeeper methodology based on available evidence and authorized scope;
- Identify material gaps, risks, drift, unknowns, and readiness issues discovered during the engagement;
- Provide findings, recommendations, Readiness Determinations, or status information appropriate to scope;
- Support launch preparation and operation of the selected Solution;
- Maintain confidentiality and data safeguards required by these Terms and applicable Addenda;
- Provide services consistent with the accepted Tier, Order, and activation authorization; and
- Escalate material operational concerns through the agreed communication and decision channels.

Mavensoft does not assume command authority, regulatory responsibility, professional licensing duties, field inspection obligations, or Client decision-making authority unless expressly and lawfully agreed in a signed amendment. Nothing in these Terms or in any Mavensoft output constitutes licensed engineering, life-safety, medical, legal, or other regulated professional advice requiring state licensure, and Client remains responsible for obtaining separately licensed review where legally required.

13. Liaison Requirements

13.1 Resilience

Client shall designate at least one local operational liaison and appropriate backup coverage. The liaison must be reasonably available during agreed working periods to coordinate stakeholders, updates, evidence, ownership, Current Reality, and readiness activities.

During activated Watch, High Alert, or Red Alert services, Mavensoft may provide offsite coordination resources subject to the applicable Activation Notice and Addendum B.

13.2 Continuum

Client is strongly encouraged to designate at least one operational liaison. The liaison may be onsite, offsite, or offshore depending on scope, security requirements, and agreed workflow. Continuum does not inherently require a continuously staffed 24-hour desk unless expressly included in the Order.

Standard Continuum support may include platform access, configured workflows, Current Reality visibility, CVL closure routines, configured alerts, and live Mavensoft review during an agreed support window. Triggered support for material exceptions, events, emergencies, or closure risks is separately billable unless expressly included.

13.3 Optional Mavensoft-Provided Resources

Mavensoft may provide liaison personnel, Trusted Guardians, operational coordinators, administrative support, incident support, or subject matter experts under a separate staffing agreement, addendum, or Order. Such services are separately quoted.

Unless expressly agreed, Mavensoft-provided personnel will not perform field inspections, exercise command authority, assume regulatory responsibility, make Client operational decisions, certify completion, or replace Client personnel responsible for evidence, verification, approval, or closure.

Staffing baseline: Mavensoft-provided personnel performing onsite roles or roles with access to Client systems or data will complete a commercially standard background screening appropriate to the role, unless the Order specifies enhanced or public-sector-required screening, in which case Client will identify that requirement and any associated cost in the Order. All Mavensoft-provided personnel are Mavensoft employees or subcontractors, not Client employees, and Mavensoft maintains commercially reasonable professional liability and workers' compensation coverage for its personnel. Absent data-residency restrictions stated in an applicable Security Addendum, Mavensoft-provided personnel may be located within or outside the United States consistent with Mavensoft's then-current staffing model; a Client requiring United States-only staffing must state that requirement in the Order.

14. Fees, Invoicing, and Payment

Fees are determined by the selected Tier and Order. Invoices will be generated automatically whenever practical from the accepted Order, authorized activation record, applicable Tier, service period, and verified calculation inputs. Mavensoft may review, correct, reissue, or supplement an automatically generated invoice when required for accuracy or legal and accounting compliance. Unless otherwise stated in the Order:

- Upon acceptance of the complete Resilience or Continuum engagement, the initial fifty percent (50%) invoice is automatically generated. The accepted Order and initial invoice remain valid for sixty (60) days unless Mavensoft extends the period electronically. Phase 0 preparation, onboarding, and readiness activities begin only after the initial payment has been received and cleared;
- Upon completion of the contracted Phase 0 activities and delivery of Mavensoft’s written Readiness Determination, the remaining fifty percent (50%) invoice is automatically generated and is due within ten (10) calendar days, whether the outcome is Cleared to Proceed, Conditionally Cleared, or Not Yet Cleared. Phase 1 begins only after the remaining payment has been received and cleared and the required readiness conditions and authorized human approval are recorded;
- Payment for the complete engagement and completed Phase 0 work is not contingent on a favorable readiness outcome, Client’s decision to launch, or Client’s internal approval process;
- Authorized Watch, High Alert, and Red Alert services, staffing, travel, custom work, and out-of-scope services are separately invoiced. Watch, High Alert, and Red Alert invoices are automatically calculated from the authorized operational record where practical and are due within ten (10) calendar days;
- Fees stated in an Order are exclusive of sales, use, VAT, and similar taxes, which Client is responsible for unless Client provides a valid tax-exemption certificate;
- Invoices are payable in United States dollars by electronic direct payment, which is preferred, or by another approved payment method. A mailed check is timely for purposes of avoiding late-payment interest when properly addressed and postmarked on or before the applicable due date. No payment-dependent activation, renewal, upgrade, or future service begins until payment has been received and cleared; and

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- Interest may accrue on an undisputed amount remaining unpaid thirty (30) calendar days after the invoice date at the lesser of one and one-half percent (1.5%) per month or the maximum lawful rate, plus reasonable costs of collection to the extent permitted by law.

Client must provide written notice of a good-faith invoice dispute within ten (10) calendar days after receipt, identifying the disputed amount and basis. Undisputed amounts remain due. The Parties will work promptly to resolve the dispute.

Fees for services performed are non-refundable except as required by law or expressly agreed in writing. Client may not set off amounts without Mavensoft's written agreement.

Public-sector and purchase-order terms: Where a public-sector Client is subject to a statutory payment requirement, that statutory timeline governs to the extent legally mandated. If Client requires a purchase order as a condition of payment, the Order will state that requirement and confirm these Terms control over conflicting purchase-order boilerplate. Phase 0 does not begin until cleared initial payment is received unless Mavensoft expressly approves another arrangement in the Order.

15. Maintenance, Support, Renewal, and Upgrades

Year 1 maintenance, support, and standard updates are included for the twelve-month period beginning on the Contract Start Date.

Beginning on the first anniversary of the Contract Start Date, Client shall maintain an annual maintenance and support subscription equal to eleven percent (11%) of the then-current applicable Tier price, payable in advance.

Maintenance and standard support include product support, maintenance releases, standard updates, and compatibility updates. They exclude custom development, new modules, major scope expansion, onsite services, staffing, activation services, third-party costs, and specialized integrations.

The annual maintenance invoice will be generated automatically in advance of each anniversary of the Contract Start Date, ordinarily thirty (30) to forty-five (45) days before the anniversary. Payment by the anniversary maintains uninterrupted maintenance, support, and standard updates. Mavensoft will provide reasonable advance notice of any pricing change applicable to a future renewal. Material changes to renewal obligations require the notice and acceptance process described in Section 6.

Client may upgrade to a higher Tier. Unless otherwise agreed, the upgrade amount is the full difference between the then-current prices of the existing and selected Tier. The upgrade invoice is automatically generated upon Client approval, remains valid for sixty (60) days unless extended, and the upgraded Tier activates after cleared payment. The upgrade does not change the Contract Start Date or annual anniversary. Tier pricing is not averaged, prorated, fractionally allocated, or adjusted by elapsed time, and no partial-period credit or debit applies unless expressly stated in a written or electronically accepted amendment. Future maintenance is calculated on the then-current upgraded Tier price. Any approved Tier reduction takes effect at the next annual renewal unless Mavensoft expressly agrees otherwise in writing.

Either Party may elect not to renew by submitting written notice through the authenticated customer account or another approved notice method at least thirty (30) calendar days before the Contract Anniversary Date. Nonrenewal becomes effective at the end of the then-current contract year. Fees paid or due for the current contract year are nonrefundable and are not prorated or credited. A Tier change, additional-user charge, or other adjustment does not change the Contract Start Date or Contract Anniversary Date.

16. Resilience Operational Postures and Activation Services

This Section applies only to Mavensoft Resilience. Watch, High Alert, and Red Alert are operational activation services. Readiness capability may be included in the Resilience framework, but actual authorized activation is separately invoiced unless expressly included in the Order.

Posture	Operating Characteristics
Watch	Increased monitoring, ownership verification, Current Reality review, escalation awareness, and ordinarily three structured updates per 24-hour period.

High Alert	Enhanced or continuous monitoring, accelerated update cycles, active continuity oversight, Mission Control coordination, and designated support resources under an Activation Notice.
Red Alert	Intensive continuity coordination, frequent refresh cycles, shift-to-shift continuity, active operational support, and 24×7 Mission Control coverage where specifically authorized and resourced.

Activation requires an Activation Notice or other approved authorization identifying the posture, scope, start time, authorized contacts, applicable rates, spending limits if any, and review or termination conditions.

High Alert pricing must be stated in the Order or Activation Notice. If no price is stated, Mavensoft will not activate High Alert until the Parties approve pricing or an authorized not-to-exceed amount.

Activation mechanics: A “half-day” means up to six (6) hours and a “full-day” means up to twelve (12) hours of authorized activation within a rolling 24-hour period; activation exceeding twelve (12) hours in a 24-hour period is invoiced at the applicable full-day rate for each additional full or partial day. Minimum invoicing for any activation is one half-day. Watch, High Alert, and Red Alert minimum periods apply independently and may overlap when authorized posture transitions occur. Activation invoices will be generated automatically from the authorized operational record where practical and are due within ten (10) calendar days. Activation Notices may be issued electronically, including by email, by an Authorized Representative; verbal emergency authorization is permitted when confirmed in writing within twenty-four (24) hours. Cancellation of a scheduled activation with less than twenty-four (24) hours’ notice is invoiced at fifty percent (50%) of the applicable rate. Rates exclude applicable taxes. A public-sector Order may state a not-to-exceed spending threshold, above which Mavensoft will pause activation pending authorized approval to continue.

17. Resilience Recovery Mode and Status Transition

This Section applies only to Mavensoft Resilience. Resilience status does not automatically move from Red Alert to ordinary Green when the immediate event ends. The intended transition is:

Red Alert → Yellow Recovery Watch / Recovery Mode → Green

Entry into Recovery Mode ordinarily requires:

- Immediate threat or primary disruption is contained;
- All Clear or equivalent operational declaration has been made by authorized Client personnel, where applicable;
- Urgent actions are completed or assigned;
- Unknowns, residual risks, dependencies, and carryover items are documented;
- Named owners and next actions are recorded;
- Handoff readiness is established;
- Evidence, verification, follow-up, and closure requirements are identified; and
- Authorized human approval is documented.

Authorized Watch, High Alert, and Red Alert services conclude when authorized Client personnel declare All Clear and Mavensoft records the transition. Recovery Mode, The Morning After, and Full Closure continue as part of the applicable Resilience engagement.

Recovery Mode continues until residual conditions are resolved, accepted, transferred, or otherwise dispositioned and authorized personnel approve return to ordinary Green.

18. Continuum Closure States and Verification

This Section applies only to Mavensoft Continuum. Continuum preserves operational truth across time through the CVL lifecycle and the following closure states:

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Closure State	Meaning
Open	The item, obligation, task, exception, or issue has been identified and remains unresolved.
In Progress	Work is underway, with ownership and next action identified.
Reported Complete	A person or system has reported completion, but required evidence, verification, approval, or closure review has not established final closure.
Partial Closure - Pending	Primary work may be complete, but one or more evidence, inspection, approval, dependency, exception, settlement, residual-risk, or review conditions remain pending.
Full Closure	All required CVL steps and authorized closure conditions have been completed and verified within the applicable scope.
Reopened	A previously closed or reported-complete item has returned to active status because of new evidence, failed verification, recurrence, exception, or authorized review.

Reported Complete is a claim of completion, not final closure. A Partial Closure - Pending item must identify what remains, why it remains, owner, due date, required evidence, dependency, escalation trigger, and next review date.

Client retains final operational, regulatory, inspection, acceptance, and closure authority unless an Order expressly assigns a limited verification role to Mavensoft. Mavensoft does not certify field completion or regulatory compliance merely by recording a closure state.

19. Intellectual Property and License Rights

Mavensoft retains all right, title, and interest in its software, methodologies, frameworks, templates, processes, operational models, documentation, know-how, Gatekeeper methodology, continuity models, CVL methodology, training materials, branding, configurations of general applicability, and other intellectual property ("Mavensoft IP").

Client retains ownership of Client-provided business data, operational records, and documentation ("Client Data").

Subject to payment and compliance with these Terms, Mavensoft grants Client a limited, non-exclusive, non-transferable, non-sublicensable license during the applicable Order term to use the Solution and related Mavensoft IP solely for Client's internal authorized operations. The license may be suspended or terminated for expiration, nonpayment after required notice, material breach, unlawful use, security risk, or misuse of Mavensoft IP.

Client may use and internally reproduce Client-specific readiness reports, findings, exports, and operational records for its internal governance, counsel, insurers, auditors, regulators, funding entities, emergency partners, and legally required disclosures, provided Client preserves applicable confidentiality, proprietary notices, and use restrictions. Public publication or commercial distribution of Mavensoft methodology requires prior written consent unless legally required.

Client shall not reverse engineer, resell, sublicense, publish, remove proprietary notices, or use Mavensoft IP to build or train a competing product except to the extent a restriction is prohibited by law.

Mavensoft may use de-identified and aggregated information to improve services, security, methodologies, and performance, provided the information does not reasonably identify Client or disclose Client Confidential Information.

Deliverables, feedback, and post-termination access: Custom code or configurations developed specifically for Client and expressly identified as a 'Client Deliverable' in an Order are owned by Client upon full payment, subject to Mavensoft's retained ownership of the underlying Mavensoft IP, general-purpose components, and methodology incorporated into the deliverable, which remain licensed to Client as stated in this Section. Client feedback, suggestions, and de-identified usage information may be used by Mavensoft without restriction or compensation to improve the Solution. Mavensoft will identify in the applicable Order or documentation any third-party or open-source component whose license terms materially differ from this Section. Following termination or expiration, Client retains the right to access and export final reports, Readiness Determinations, and Client Data delivered before termination, subject to Section 26.

20. Confidentiality and Public Records

Each Party may receive Confidential Information of the other. The receiving Party will protect it using at least reasonable care, use it only for the engagement, and disclose it only to personnel, contractors, professional advisors, or service providers who need access and are subject to protective obligations.

Confidential Information excludes information that becomes public without breach, was lawfully known before disclosure, is independently developed without use of the information, or is lawfully received without restriction.

A Party may disclose Confidential Information when required by law, subpoena, court order, or public-records obligation. To the extent legally permitted, the receiving Party will provide prompt notice, identify the requested materials, and reasonably cooperate with efforts to seek confidential treatment or a protective order. A public-sector Client does not guarantee that information marked confidential will be exempt from disclosure.

Confidentiality obligations survive for three years after termination, except trade secrets remain protected as long as they qualify as trade secrets under applicable law.

Public records, NDA precedence, and classified information: A public-sector Client is responsible for identifying, at the time of disclosure, information it believes is exempt from public-records disclosure under applicable law and for following its own statutory exemption procedures; Mavensoft's confidentiality obligation does not override a legally mandated public-records disclosure. Trade secrets should be marked where practicable, though marking is not required to preserve trade-secret status under applicable law. If a Client-signed non-disclosure agreement predating these Terms expressly states that it controls, that agreement governs in place of this Section for information within its scope. If Mavensoft incurs material cost responding to a compelled-disclosure request concerning Client Confidential Information, Client will reimburse those reasonable costs unless the request arises from Mavensoft's own conduct. Engagements involving classified or controlled unclassified government information require a separate written addendum addressing handling and clearance requirements before such information is shared.

21. Data Security and Privacy

Each Party will maintain commercially reasonable administrative, technical, and physical safeguards appropriate to the nature of data it controls. Mavensoft safeguards may include access controls, least privilege, multifactor authentication where appropriate, encryption in transit and at rest where commercially reasonable, logging, vulnerability and patch management, backups, incident response, and service-provider controls.

Mavensoft will notify Client without unreasonable delay after confirming a security incident involving unauthorized access to or disclosure of Client Confidential Information, and within any shorter period required by applicable law or an accepted Security Addendum. Notice will be based on information reasonably available and may be supplemented.

Client is responsible for lawful collection and disclosure of Client Data, user permissions, account security, endpoint devices, Client-controlled systems, credentials, connectivity, backups, and instructions provided to Mavensoft.

Baseline data retention, deletion, subprocessor, offshore access, incident-response, and audit terms are stated in Addendum G. Regulated data (for example, protected health information or criminal-justice information) requires a separate addendum addressing the applicable regulatory framework before such data is shared.

22. Warranties and Disclaimer

Mavensoft warrants that contracted professional services will be performed in a professional and workmanlike manner. Client's exclusive remedy for a proven breach of this warranty is re-performance of the affected services if Client provides reasonably detailed notice within thirty (30) days after performance.

EXCEPT FOR THE EXPRESS SERVICE WARRANTY ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOLUTION, PLATFORM, OUTPUTS, AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." MAVENSOFT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY THAT THE

SOLUTION WILL BE ERROR-FREE, UNINTERRUPTED, SECURE, OR FREE OF HARMFUL COMPONENTS.

Jurisdictional savings clause: Some jurisdictions do not allow exclusion of certain implied warranties or limits on how long an implied warranty lasts; to the extent applicable law prohibits an exclusion above, that exclusion applies only to the shortest period and narrowest scope permitted by law. Platform availability commitments, if any, are stated in Addendum G or an applicable Order and are not incorporated into this disclaimer except as expressly stated there.

23. Nature and Limitation of Readiness Determinations

Readiness Determinations, Gatekeeper findings, Current Reality assessments, reports, dashboards, alerts, visual designations, badges, seals, and related outputs are operational assessments based on information available within the contracted scope and at the time of review. They are not:

- A professional, regulatory, emergency-management, engineering, safety, technical, legal, audit, or insurance certification;
- A guarantee of future operational performance, readiness, safety, compliance, outcome, or fitness;
- An assumption of command authority, operational control, field responsibility, or regulatory responsibility; or
- A substitute for Client investigation, professional judgment, emergency procedures, inspections, approvals, or legal obligations.

Client shall not rely solely on a single report, status, alert, dashboard, recommendation, automated result, or finding as the basis for operational or emergency decisions. Authorized humans must assess the available information and retain decision authority.

Any external or public use of a Mavensoft readiness badge, seal, clearance statement, or visual designation must use Mavensoft-approved qualification language and may not imply government, regulatory, insurance, engineering, or professional certification.

"Readiness Determination" as the controlling legal term: "Readiness Determination" is the defined legal term used throughout these Terms and any Order for Mavensoft's written assessment described in Section 9. "Trusted and Verified," "Gatekeeper Cleared," and similar marketing or methodology terms are Mavensoft trademarks or brand designations that may be used, subject to Mavensoft's brand usage guidelines, to describe a Cleared to Proceed or Conditionally Cleared Readiness Determination, but do not create a separate or additional legal certification beyond the Readiness Determination itself.

24. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITY, OR GOODWILL, ARISING FROM THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAVENSOFT'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO AN ORDER WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CLIENT TO MAVENSOFT UNDER THAT ORDER DURING THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

The limitations apply regardless of legal theory and to the extent permitted by applicable law. Nothing limits liability that cannot lawfully be limited.

Carve-outs and public-sector limits: The cap above does not apply to: (a) a Party's indemnification obligations under Section 25; (b) Client's payment obligations; (c) a Party's breach of its confidentiality obligations under Section 20; (d) a Party's gross negligence or willful misconduct; or (e) liability that cannot lawfully be capped. Liability arising under items (a) through (c) will not exceed two (2) times the fees paid or payable under the applicable Order during the twelve (12) months before the event giving rise to the claim, except that liability for

gross negligence, willful misconduct, or a covered third-party intellectual-property infringement claim under Section 25 remains uncapped to the maximum extent permitted by law. Where Client is a public-sector entity subject to a constitutional or statutory limit on indemnification, liability, or damages (including sovereign immunity), that mandatory limit controls over any conflicting provision of this Section.

25. Indemnification

25.1 By Mavensoft

Mavensoft will defend and indemnify Client against third-party claims to the extent arising from Mavensoft's gross negligence or willful misconduct, breach of confidentiality obligations, or an agreed intellectual-property infringement obligation, except to the extent caused by Client, Client Data, unauthorized modifications, combinations not supplied by Mavensoft, continued use after notice, or use outside scope.

25.2 By Client

Client will defend and indemnify Mavensoft against third-party claims to the extent arising from Client's operational decisions, incident command, resource deployment, unlawful or unauthorized Client Data, failure to fulfill Client responsibilities, use of outputs beyond intended scope, or breach of these Terms.

25.3 Procedure and IP Remedies

The indemnified Party will provide prompt notice, reasonable cooperation at the indemnifying Party's expense, and control of defense and settlement, provided no settlement imposes liability, admission, or material obligation on the indemnified Party without consent.

For a covered IP claim, Mavensoft may obtain continued-use rights, modify or replace the affected component, or terminate the affected service and provide any remedy counsel specifies. This Section states the exclusive remedy for covered IP infringement claims unless otherwise agreed.

IP indemnity scope: Mavensoft's obligation under Section 25.1 to indemnify for intellectual-property infringement applies to Mavensoft IP as licensed and used within the scope of the applicable Order, including the Gatekeeper and CVL methodologies and Mavensoft's proprietary software, but excludes claims arising from: Client Data; Client's unauthorized modification of Mavensoft IP; combination of Mavensoft IP with non-Mavensoft products, data, or services not supplied or approved by Mavensoft, where the claim would not have arisen but for the combination; continued use after Mavensoft notifies Client to stop due to an infringement claim; or use outside the license scope in Section 19.

26. Suspension, Termination, and Operational Transition

Mavensoft may pause or suspend work after written notice if Client materially fails to participate, provide information, designate required personnel, attend sessions, make decisions, pay undisputed amounts, or maintain required security. Additional fees may apply for re-onboarding, reassessment, or restoration.

Either Party may terminate an Order for material breach if the breach remains uncured thirty (30) days after written notice. Mavensoft may suspend immediately when reasonably necessary to address unlawful use, credible security risk, unsafe conditions, or misuse of Mavensoft IP. Either Party may terminate upon insolvency or cessation of business, subject to applicable law.

If Client terminates without cause before the end of the then-current contract year, Client must submit notice through the authenticated customer account or another approved notice method. The request must identify the authorized requester and acknowledge the effective date and financial consequences. Client remains responsible for completed work, committed noncancelable costs, authorized activation services, transition work, and other amounts stated in the Order. Fees paid or due for the current contract year are nonrefundable and are not prorated or credited unless the Order expressly states otherwise. Mavensoft will create an auditable confirmation record and will not disable authorized operational access before the effective termination date except as otherwise permitted by these Terms.

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Termination or rejection of updated Terms will not automatically cause abrupt withdrawal during an active elevated posture. The Parties will use commercially reasonable efforts to establish a safe transition, handoff, data export, and end time, except when continued performance is unlawful, unsafe, technically infeasible, unauthorized, or materially uncompensated.

Upon termination or expiration, licenses end except for Client's continuing authorized use of retained Client Data and final reports; each Party will return or destroy Confidential Information as required; and data export, retention, deletion, and transition assistance will follow the applicable Order, Addendum G, or Security Addendum.

Sections concerning payment, IP, confidentiality, data protection, disclaimers, liability, indemnification, dispute resolution, and provisions intended by their nature to survive will survive.

27. Dispute Resolution, Governing Law, and Venue

The Parties will first attempt in good faith to resolve a dispute through senior representatives for thirty (30) days after written notice. If unresolved, the Parties will attempt nonbinding mediation with a mutually agreed mediator before litigation, unless emergency equitable relief is reasonably necessary.

Unless an accepted Order or mandatory public-sector law states otherwise, these Terms will be governed by Oregon law, without regard to conflict-of-law rules, and exclusive venue will lie in the state or federal courts located in Washington County or Multnomah County, Oregon.

The Parties may agree in an Order or signed amendment to another governing law, venue, arbitration process, remote mediation, or procurement dispute mechanism. A public-sector Client may use venue and procedures required by applicable law. No alternative venue applies unless the accepted record clearly identifies it.

Dispute mechanism, collection, and jury waiver: These Terms use litigation (not arbitration) as the default dispute-resolution mechanism, consistent with the venue and governing-law provisions above; the Parties remain free to agree to arbitration for a specific Order. Notwithstanding the venue above, Mavensoft may bring an action to collect undisputed amounts owed in the courts of general jurisdiction where Client is domiciled or has assets. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY ACTION ARISING FROM THESE TERMS, TO THE EXTENT PERMITTED BY LAW. Either Party may seek emergency injunctive or equitable relief in a court of competent jurisdiction without first satisfying the negotiation or mediation steps above. A public-sector Client's mandatory venue, sovereign-immunity, and dispute-procedure requirements under applicable law control over this Section to the extent legally required.

28. General Provisions

28.1 Entire Agreement

These Terms, the applicable Order, and incorporated Addenda constitute the entire agreement concerning the subject matter and supersede prior or contemporaneous understandings concerning that Order.

28.2 Amendments and Waiver

A material amendment must be accepted in a written or electronic record by authorized representatives. Administrative and implementation updates within the accepted Tier and scope may be recorded through the authenticated process described in Section 6. A waiver must be in writing and applies only to the specific instance.

28.3 Severability

If a provision is unenforceable, it will be modified to the minimum extent necessary, and the remaining provisions continue in effect.

28.4 Force Majeure

Neither Party is liable for delay caused by events beyond reasonable control, including natural disasters, government actions, war, terrorism, labor disputes, epidemics, telecommunications failures, cyber incidents not caused by failure to meet contractual safeguards, or third-party infrastructure failures. The affected Party will provide notice and use

commercially reasonable efforts to resume performance. Payment obligations for completed services are not excused.

28.5 Notices

Notices will be delivered to the current contacts maintained in the Order or authenticated administrative record by email with delivery evidence, recognized courier, or another agreed electronic method. Legal notices of breach, indemnity, or termination should also be copied to any designated legal-notice address. Contact updates become effective when recorded through the approved electronic process.

28.6 Assignment

Neither Party may assign an Order without consent, not unreasonably withheld, except Mavensoft may assign in connection with merger, acquisition, reorganization, or sale of substantially all relevant assets upon notice. Any prohibited assignment is void.

28.7 Independent Contractors; No Fiduciary Duty

The Parties are independent contractors. These Terms do not create partnership, agency, employment, joint venture, or fiduciary duty.

28.8 No Third-Party Beneficiaries

Except for indemnified persons expressly identified, no third party has rights under these Terms.

28.9 Order of Precedence

If documents conflict, the following order applies:

- A specifically identified amendment signed or electronically accepted by Authorized Representatives;
- These Terms;
- The applicable Solution, Methodology, Security, Activation, or Staffing Addendum;
- The applicable Order, including any optional Statement of Work incorporated into it; and
- Exhibits and supporting documentation.

An Order or optional Statement of Work may override a provision of these Terms only when it expressly identifies the provision being modified and states that the Parties intend to override it. Client purchase-order boilerplate does not override these Terms.

28.10 Counterparts and Electronic Signatures

Orders, amendments, and other acceptance records may be executed in counterparts and by electronic signature or affirmative electronic acceptance, each of which is deemed an original and together constitute one instrument.

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Electronic Acceptance Record

The online ordering interface presents the applicable Terms and Order conspicuously and requires affirmative acceptance. The acceptance control is not pre-checked.

- "Terms and Conditions." I have been provided access to, have had the opportunity to review, and accept the Mavensoft Technologies, LLC Operational Readiness, Platform and Services Terms and Conditions, Version _____, effective _____.
- "Authority." I represent and warrant that I am authorized to act for and bind the Client identified in this Order.
- "Solution, Scope, and Pricing." I confirm the selected Solution, Tier, scope, fees, payment schedule, maintenance terms, and applicable activation pricing displayed in this Order.
- “Phase 0 Authorization.” I authorize the automatic generation of the initial fifty percent (50%) invoice. Phase 0 begins after required payment is received and cleared and Mavensoft confirms commencement.
- “Phase 0 Completion Payment.” I understand that the remaining fifty percent (50%) invoice is automatically generated upon completion of the contracted Phase 0 activities and delivery of the Readiness Determination, is due within ten (10) calendar days, and must be received and cleared before Phase 1 begins.
- "Human Decision Authority." I understand that technology, dashboards, reports, alerts, artificial intelligence, and readiness findings support authorized human judgment but do not replace Client decision authority or independently authorize Phase 1.
- “Renewal, Maintenance, and Nonrenewal.” I understand that the Contract Start Date is the date the required initial fifty percent (50%) payment is received and cleared; Year 1 standard maintenance, support, and updates run for twelve (12) months from that date; Year 2 and subsequent annual maintenance fees equal eleven percent (11%) of the then-current applicable Tier price and apply in advance; and either Party may elect not to renew by providing the required notice at least thirty (30) calendar days before the Contract Anniversary Date.

Field	Acceptance Record
Client Legal Name	_____
Authorized Representative	_____
Title	_____
Business Email	_____
Telephone	_____
Selected Solution	Resilience / Continuum
Selected Tier or Proposal	_____
Terms Version	V8.5 - Automatically recorded
Acceptance Date and Time	Automatically recorded
Acceptance Action	ACCEPT TERMS AND SUBMIT ORDER

UI implementation requirements: The acceptance interface must present a conspicuous, clickable link to the full Terms and applicable Order before the acceptance action; require the accepting individual to take an affirmative action (clicking “Accept Terms and Submit Order”) rather than relying on a pre-checked box or continued use; render in a mobile-readable format; provide immediate access to downloadable or printable copies of the accepted Terms, completed Order, and Electronic Acceptance Record; securely distribute or make those signed records available to the Authorized Representative, designated contract administrator, designated billing contact, and Mavensoft's controlled contract repository; automatically generate the initial invoice; communicate successful submission or failure; and record the acceptance timestamp, Terms version, IP address, accepting individual's identity and authority, Order details, invoice identifier, payment status, and distribution record as part of the Electronic Acceptance Record described in Section 5.

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ADDENDUM A — Commercial Terms and Tier Pricing

This Addendum is incorporated into the Terms and states the standard commercial structure for Resilience and Continuum unless an Order states otherwise.

Tier	One-Time Engagement Fee	Notes
Tier 1	$59,000	Base readiness and launch tier. For Continuum, includes 5 authorized users.
Tier 2	$79,000	Expanded readiness and launch tier. For Continuum, includes 7 authorized users.
Tier 3	$99,000	Advanced readiness and launch tier. For Continuum, includes 9 authorized users.

Continuum Authorized User Access

The following authorized-user terms apply only to Mavensoft Continuum unless an accepted Order expressly states otherwise.

Tier 1 includes up to five (5) active authorized users; Tier 2 includes up to seven (7) active authorized users; and Tier 3 includes up to nine (9) active authorized users.

An authorized user is a named individual with authenticated access to Continuum. Read-only access counts as an authorized-user seat. Access levels and permissions may differ by user based on role, responsibility, need-to-know, contract, regulation, or Client-designated authority.

A Client Admin or Co-Admin may change an authorized user's role or replace a named authorized user without an additional charge, provided the number of active authorized users does not exceed the applicable Tier limit. Access may not be shared among individuals, and credentials may not be transferred or reused.

Additional authorized users beyond the applicable Tier limit may be added for a minimum access period of one (1), three (3), six (6), or twelve (12) months at the rates below. The same rate applies regardless of whether the additional user receives read-only, limited, operational, administrative, or other authorized access. Fees are charged per additional user for the selected period and are non-proratable unless the Order states otherwise.

Minimum Access Period	Price Per Additional Authorized User
1 month	$150
3 months	$425
6 months	$800
12 months	$1,500

Continuum access, including AI-enabled access, supports authorized human judgment and does not replace Client decision authority, independently authorize action, or alter any approval, verification, or closure authority established by the Terms or applicable Order.

Payment Terms

- Initial 50% invoice automatically generated upon Order acceptance. The Contract Start Date is the date payment is received and cleared. Phase 0 begins after payment is received and cleared and commencement is confirmed. The accepted Order and initial invoice remain valid for 60 days unless extended by Mavensoft.
- Remaining 50% invoice automatically generated upon completion of contracted Phase 0 activities and delivery of the written Readiness Determination; due within 10 calendar days regardless of readiness outcome; Phase 1 begins after cleared payment and required authorization.
- Year 1 standard maintenance, support, and updates included for 12 months beginning on the Contract Start Date.
- Year 2 and thereafter: annual maintenance, support, and standard updates at 11% of the then-current applicable Tier price, automatically invoiced in advance of each anniversary of the Contract Start Date.

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- Tier upgrades: invoice automatically generated for the full difference between the then-current Tier prices; upgraded Tier activates after cleared payment; the original Contract Start Date and anniversary do not change; no averaging, proration, fractional accounting, or elapsed-time credit applies; maintenance thereafter is based on the then-current upgraded Tier.
- Authorized activation services, staffing, travel, custom development, and out-of-scope services are separately invoiced as stated in the Order, Activation Notice, or applicable Addendum.

Special Terms

Client-specific pricing, procurement requirements, travel terms, security terms, venue changes, or material implementation requirements must be stated in the accepted Order or an expressly overriding amendment. Ordinary administrative and within-scope implementation updates may be recorded electronically without reopening the contract.

Special Terms:

_____

_____

_____

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ADDENDUM B — Resilience Operational Activation Services

This Addendum applies only to Resilience. Capability may be included in the framework; authorized activation is invoiced based on actual use and the applicable minimum periods.

Service	Half-Day Rate	Full-Day Rate	Typical Included Activities
Watch	$250	$500	Watch Support: increased monitoring; verification; liaison coordination; ownership confirmation; Current Reality review; escalation awareness; communication-path checks; ordinarily three structured updates per 24 hours.
Red Alert	$1,750	$3,500	Red Alert Support: coordinated incident support; accelerated reporting; verified updates; liaison support; communications continuity; shift-to-shift continuity; decision continuity; 2-4 hour refresh cycles; 24x7 Mission Control where authorized.

Half-day (up to 6 hours) and full-day (up to 12 hours) periods, one-half-day minimums, overlapping posture minimums, after-hours treatment, surge staffing, travel, onsite support, specialized experts, and spending thresholds are defined in Section 16 and confirmed in the Order or Activation Notice. Invoices are generated automatically from the authorized operational record where practical and are due within 10 calendar days.

Capability Included. Authorized Activation Invoiced.

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ADDENDUM C — Liaison, Trusted Guardian, and Staffing Services

Staffing services are separately quoted and governed by an accepted staffing agreement, addendum, or Order.

Client Liaison Requirements

- Resilience: at least one local Client liaison and appropriate backup coverage required.
- Continuum: at least one Client liaison strongly recommended; onsite, offsite, or offshore as permitted.
- Client liaison coordinates access, stakeholders, updates, evidence, ownership, and internal decisions.

Optional Mavensoft-Provided Resources

- Trusted Liaison
- Trusted Guardian
- Operational Coordinator
- Incident Support Personnel
- Program Support Personnel
- Administrative Support Personnel
- Subject Matter Expert

Pricing may be hourly, daily, monthly, project-based, or margin-based. Travel, overtime, background checks, licensing, specialized qualifications, data access, and third-party pass-through costs will be addressed in the staffing record, consistent with the staffing baseline in Section 13.3.

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ADDENDUM D — Client Order / Optional Statement of Work Template

The standard commercial instrument is an electronic Order accepted with these Terms. This template may also be used as an accepted proposal, optional Statement of Work, public-sector document, or procurement record when customization or procurement requirements make that appropriate.

Field	Client-Specific Terms
Client Legal Name	
Authorized Representative	
Selected Solution	Mavensoft Resilience / Mavensoft Continuum
Selected Tier	Tier 1 / Tier 2 / Tier 3
Included Continuum Authorized Users	Tier 1: 5 / Tier 2: 7 / Tier 3: 9
Additional Authorized Users	Number: _____
Additional User Access Period	1 month / 3 months / 6 months / 12 months
User Roles and Access Levels	Attach or identify the authorized-user access schedule.
Terms Version	V8.5
Contract Start Date	Automatically recorded when the initial 50% payment clears
Target Readiness Review Date	
Client Decision Maker	
Executive Sponsor	
Administrative Lead	
Client Liaison(s)	
Mavensoft Lead	
Special Scope Items	
Excluded Items	
Security / Data Requirements	
Activation Authority / Spending Threshold	
Special Pricing or Public-Sector Terms	
Express Overrides of Terms	Identify exact Section and replacement language.
Acceptance Method	Clickwrap / E-signature / Optional Signed SOW / Accepted PO
Contract Anniversary Date	Automatically calculated from the Contract Start Date
Phase 0 Commencement Confirmation	
Nonrenewal Notice Contact	
Signed Copy Distribution Recipients	Authorized Representative / Contract Administrator / Billing Contact / Mavensoft Contract Repository

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ADDENDUM E — Phase 0 Minimum Readiness Schedule

The applicable Order should identify which items are mandatory for the engagement and which are not applicable. Readiness items may be classified as Must Have, Necessary Action, Recommended, or Wish List.

Readiness Area	Minimum Review Elements
Scope and Objectives	Agreed objectives, locations, systems, workflows, participants, intended outcomes, exclusions, and success criteria.
Authority and Roles	Decision Maker, Executive Sponsor, Administrative Lead, operational liaisons, owners, backups, escalation authority, and approval authority.
Equipment and Capabilities	Current equipment, systems, devices, sensors, infrastructure, capabilities, limitations, dependencies, and known gaps.
Communications Continuity	Primary, backup, tertiary, and last-resort communications; contact trees; signal-loss procedures; 2/6/12-hour continuity assumptions where applicable.
Operational Information	Known/Confirmed information; Unknown/Needs Assessment items; Watch Points; evidence sources; update responsibilities.
Pressure Testing	Scenarios, assumptions, participants, expected outcomes, injects, failure conditions, safeguards, and lessons.
Training and Configuration	Required configuration, orientation, role training, permissions, documentation, exercises, and user readiness.
Safeguards and Escalation	Minimum safeguards, named owners, triggers, thresholds, decision paths, emergency procedures, and stop/continue conditions.
Handoff and Continuity	Shift packets or equivalent: What Changed, Current Reality, Open Items, Next Actions, Drift/Risk, Escalations, Handoff Ready, Close/Carry.
Approval	Evidence that minimum readiness conditions were reviewed and authorized humans approved the applicable launch status.

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ADDENDUM F — Continuum Closure-State Schedule

This Addendum applies only to Mavensoft Continuum. Continuum Orders may incorporate the following minimum record requirements for each closure state.

State	Required Operational Record
Open	Issue or obligation; source; owner; priority; date opened; next action; due or review date.
In Progress	Work performed; current status; evidence gathered; dependencies; next action; owner; date.
Reported Complete	Completion claim; reporter; date; claimed work; evidence submitted; required verification still outstanding.
Partial Closure - Pending	What remains; why; owner; due date; required evidence; dependency; escalation trigger; next review date.
Full Closure	Verified evidence; required approvals; closure authority; closure date; residuals resolved or accepted; review record.
Reopened	Reason reopened; new evidence or failed verification; owner; risk; next action; escalation and review date.

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ADDENDUM G — Security and Data Processing Addendum

This Addendum states baseline security and data-processing terms supporting Section 21. A Client-specific Security Addendum stated in an Order controls over this Addendum to the extent it expressly conflicts.

Safeguards

Mavensoft maintains administrative, technical, and physical safeguards including access controls and least-privilege permissioning, multifactor authentication for administrative access, encryption of Client Data in transit and, where commercially reasonable, at rest, logging and monitoring, vulnerability and patch management, regular backups, and a documented incident-response process.

Retention and Deletion

Client Data is retained for the term of the applicable Order plus ninety (90) days for transition purposes, after which it is deleted or returned per Client's instruction, unless a longer period is required by law or stated in the Order.

Subprocessors

Mavensoft may use subprocessors bound by confidentiality and security obligations at least as protective as this Addendum. A current list of subprocessor categories is available on request. Mavensoft will provide notice of a material new subprocessor with an opportunity for Client to object on reasonable security grounds.

Data Location and Offshore Access

Client Data is primarily processed and stored within the United States. Any offshore processing or support access will be disclosed in the applicable Order or on request; a Client requiring United States-only processing and access must state that requirement in the Order.

Incident Notification

Mavensoft will notify Client without unreasonable delay, and in no event more than seventy-two (72) hours after confirming a security incident involving Client Data, unless a shorter period is required by applicable law.

Audit and Regulated Data

Client may request a summary of Mavensoft's security practices annually. On-site or third-party audits for a regulated Client will be addressed by mutual agreement in the Order. Processing of protected health information, criminal-justice information, or similarly regulated data categories requires a separate addendum (for example, a business associate agreement) addressing the applicable regulatory framework before such data is shared.

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