The following are the Standard Terms and Conditions referred to in the CIRC Membership Agreement Cover Page ("Cover Page") by and between Carnegie Mellon University ("Carnegie Mellon"), a non-profit Pennsylvania corporation, acting through its Software Engineering Institute ("SEI"), a Federally Funded Research and Development Center ("FFRDC") sponsored by the Department of Defense under Federal Contract FA8721-05-C-0003, located at 5000 Forbes Avenue, Pittsburgh, PA 15213-3890 and the entity referred to as "Member" therein.

Carnegie Mellon and the Member agree as follows:

1.0 Definitions

1.1 "Consortium" means the Carnegie Mellon SEI Emerging Technology Center Cyber Intelligence Research Consortium.

1.2 "Carnegie Mellon Background Intellectual Property" means all Intellectual Property in which Carnegie Mellon has ownership and/or license rights that was created, developed, conceived and/or first actually reduced to practice prior to the date of this Agreement or independently of this Agreement, whether or not patentable, patented or the subject of a pending application for patent in the United States of America or any foreign country, including, but not limited to, any art, method, process, or procedure, machine, manufacture, design or composition of matter, or any new and useful improvement thereof.

1.3 "Commencement Date" means the date specified by Carnegie Mellon as the start of the Consortium.

1.4 "Consortium Intellectual Property" means any Intellectual Property created, developed, conceived and/or first actually reduced to practice under this Agreement in a Research Program.

1.5 "Consortium Year" means a three hundred and sixty-five (365) day period from the Commencement Date or anniversary thereof. (e.g., Consortium Year 1 means the first 365 day period from the Commencement Date, Consortium Year 2 means the second 365 day period, etc.).

1.6 "Director" means the director of the Consortium, which shall be a staff member of the SEI Emerging Technology Center.

1.7 "Enrollment Date" means the date by which Member's first annual Membership Fee payment is due and paid or the date on which this Agreement has been fully executed by both parties (whichever is later).

1.8 "FFRDC" shall have the meaning given to it in the recitals to this Agreement.

1.9 "Internal Use License" means a non-exclusive, non-transferable, royalty-free right and license for non-commercial use within Member's organization. Under an Internal-Use license, Member shall not, nor permit any third party to, copy, modify, decompile, reverse engineer, redistribute, repackage, encumber, sell, rent, lease, sublicense, assign, time-share, publish, broadcast, circulate, market, donate, disseminate, retransmit, or commercially-exploit the Intellectual Property that is the subject of the Internal-Use license. Notwithstanding the foregoing, under an Internal-Use license Member may copy or have copied and distribute to individuals internally within its own organization the Intellectual Property that is the subject of the Internal-Use license.
1.10 "Intellectual Property" means all forms of intellectual property, whether or not patented or patentable, including but not limited to, copyrights, and/or know-how, or trade secrets.

1.11 "Member" means the organization or entity listed as the member on the Cover Page.

1.12 "Member Background Intellectual Property" shall mean all Intellectual Property in which Member has ownership and/or license rights that was created, developed, conceived and/or first actually reduced to practice prior to the date of this Agreement or developed independently of this Agreement, whether or not patentable, patented or the subject of a pending application for patent in the United States of America or any foreign country, including, but not limited to, any art, method, process, or procedure, machine, manufacture, design or composition of matter, or any new and useful improvement thereof.

1.13 "Member In Good Standing" is defined as set forth in Section 9 of the Standard Terms.

1.14 "Membership Fee" means the fee listed on the Cover Page.

1.15 "Membership Termination Date" means the earliest of: (i) the last day of the Consortium Year specified on the Cover Page of this Agreement; (ii) the effective date of any withdrawal by Member as described in Section 6 below; or (iii) the effective date of any termination of this Agreement as described in Section 6 below.

1.16 "Research Program" means the research and development area(s) engaged in by Carnegie Mellon within the scope of the projects, programs and areas described in Section 3, or as provided in a written amendment to this Agreement.

Please note--because these Standard Terms are applicable to members at all levels (excluding government participation, which is captured under a separate contractual mechanism and benefit structure), there may be definitions for benefits or other items that are not applicable to Member's level of membership. Please consult the initial page of the Agreement for a list of benefits provided to Member under Member's level of membership.

2.0 Purpose of the Consortium

2.1 The purpose of the Consortium is to bring together government, industry, and academic organizations to improve the practice of cyber intelligence through research and innovation.

The Consortium:

- Defines "cyber intelligence" as the acquisition and analysis of information to identify, track, and predict cyber capabilities, intentions, and activities to offer courses of action that enhance decision making.
- Is not a platform for exchanging cyber security data or performing operational threat intelligence.

3.0 Research Program Areas

3.1 Eligibility of Member to participate in and receive the benefits of a particular Research Program Area is specified on the Cover Page. Carnegie Mellon intends to conduct a program of research and development in the following focus areas using funds and/or other resources of the Consortium:

* Cyber Threat Baseline: Anonymized research of members cyber threat environments to identify best practices and common challenge areas

* Tradecraft Labs: Workshops to advance practitioner capabilities, showcase relevant technologies, and address systemic tradecraft challenges
* Implementation Frameworks: How-to-guides for navigating key intelligence practices and technologies

* War Game: Capture the flag exercise to apply learned tradecraft techniques, technologies, and methodologies to a simulated cyber event

* Intelligence Insights: Regular correspondence on topics relevant to the practice of cyber intelligence

4.0 **Consortium Steering Committee**

4.1 If Member has joined as a "Founding Member" and elected the Consortium Steering Committee option as described in the Cover Page, Member is entitled to designate two of its employees to serve on the Consortium Steering Committee which will meet quarterly to track Consortium developments and plan for future Consortium activities and may suggest future Research Program Areas, direction and emphasis. However, any and all decisions regarding the conduct of the Consortium, including but not limited to the ultimate research agenda to be pursued, will be made by Carnegie Mellon in its sole discretion.

5.0 **Membership Participation, Rights and Benefits**

5.1 For as long as the Member is a Member In Good Standing, it will have benefits set forth on the Cover Page of the Agreement (except as otherwise specified in these Standard Terms and Conditions). The rights of a Member which ceases to be a Member In Good Standing are set forth in Section 9 below.

5.2 To the extent Member's level of membership entitles it to an internal use licenses to Consortium Intellectual Property, unless otherwise indicated any such licenses shall apply only to Consortium Intellectual Property created, developed, conceived and/or first actually reduced to practice while Member is a Member In Good Standing; provided, however, upon full payment of Member's Membership Fee, Member shall be entitled to any Consortium Intellectual Property licenses for Consortium Intellectual Property created, developed, conceived and/or first actually reduced to practice in the same Consortium Year that Member joined. Members may negotiate a separate royalty-bearing license for Consortium Intellectual Property created, developed, conceived and/or first actually reduced to practice in any Consortium Year prior to the Consortium Year in which Member first became a Member In Good Standing.

5.3 Subject to the provisions of this Section 5, Carnegie Mellon hereby grants to Member the rights and/or licenses (if any) listed on the Cover Page of the Agreement, subject to these Standard Terms.

5.4 Nothing herein will be construed to constitute or appoint any party as the agent, partner, joint venture, or representative of any other party for any purpose, or to grant a party any right or authority to assume or create any obligation or responsibility, express or implied, for or on behalf of or in the name of the other party, or to bind another party in any way.

6.0 **Term of the Membership; Termination**

6.1 The term of Member's membership will start on **Enrollment Date** and terminate on the end of the Consortium Year specified on the Cover Page of this Agreement, except if Member withdraws or if membership is terminated sooner as described herein. By entering into this Agreement, Members are committing to the entire term of membership, subject to termination as provided below. The term of membership may be extended by mutual written agreement of Member and Carnegie Mellon.

6.2 Member may voluntarily withdraw from membership upon at least ninety (90) days prior written notice to Carnegie Mellon. In the event Member makes such an early withdrawal from membership, Member understands that it will not be entitled to a refund of any Membership Fees previously paid.
6.3 Either party may terminate this Agreement in the event that the other party is not complying with any provision of this Agreement, provided that the party wishing to terminate on this basis first sends the other party a written notice describing the non-compliance. If the party receiving the letter does not fully remedy the non-compliance within thirty (30) days after receipt of the letter, the other party may terminate. In the event of Member's noncompliance with the terms of this Agreement, Member may also have its benefits suspended as described in Section 9 below. Member agrees that this right of termination is its sole remedy for any breach of this Agreement.

6.4 Carnegie Mellon may terminate the Consortium and any membership agreement(s) (including this Agreement) prior to the Membership Termination Date upon written notice to Members In Good Standing if conditions preclude continuation of the Consortium, and in such case, uncommitted funds from Membership Fees from the date of termination notice will be returned to Members In Good Standing on a pro rata basis.

7.0 Duties of Carnegie Mellon

7.1 Carnegie Mellon agrees to furnish such available facilities and equipment it considers necessary for Consortium work. It is contemplated but not required that in addition to the payment of their Membership Fee, members may contribute to Carnegie Mellon facilities and equipment or funds to be used for the benefit of the Consortium. However, any such contribution will not entitle Member to any additional benefits under the terms of this Agreement.

8.0 Consortium Costs and Payments

8.1 The Member, as its share of the Consortium funding, will pay to Carnegie Mellon the full Membership Fee within 30 days after the Enrollment Date.

Payments are to be sent by either wire transfer or check, as follows:

Payments should be mailed to:
Carnegie Mellon University
Software Engineering Institute
P.O. Box 371778
Pittsburgh, PA 15251-7778

Wire transfers should be submitted to:
Name: BNY Mellon
Address: 500 Ross Street
Pittsburgh PA 15262
Beneficiary: Carnegie Mellon University
Account Name: Cash Management Account
Account Number: 197-9003
ABA Number: 043000261
SWIFT Code: IRVTUS3N

8.2 In addition to any costs associated with Membership Fees, Member assumes all responsibility and all costs incurred for travel, lodging and miscellaneous expenses for participation in any and all Consortium events or activities.

9.0 Membership "In Good Standing"

9.1 In order to be considered a "Member In Good Standing", Member must have timely paid its Membership Fee and otherwise be in compliance with the terms of this Agreement. Members whose payments are overdue or are otherwise not complying with this Agreement are subject to termination as described in Section 6. In addition to the right of Carnegie Mellon to terminate this Agreement, in the event Member fails to cure any noncompliance within the thirty (30) days after receiving written
notice from Carnegie Mellon as described in Section 6.3, Member will no longer be entitled to the member benefits set forth on the Cover Page to this Agreement, and Member understands that it will not receive a refund of any Membership Fees previously paid while such membership benefits are suspended. Provided this Agreement has not yet been terminated by Carnegie Mellon or Member, if Member subsequently fully cures the noncompliance, Member will again be entitled to its member benefits from and after the date on which Member again becomes a Member In Good Standing, but Member understands that it will not receive any benefits that accrued (including any rights to which Member would have been entitled regarding Intellectual Property created) during the time in which it was not a Member In Good Standing.

9.2 Except as provided in the next sentence, upon termination or expiration of this Agreement any and all license rights to which Member is entitled as described in the Cover Page will continue for as long as Member continues to comply with the license parameters. However, if Member fails to remain a Member in Good Standing for its entire term of membership, Member understands and agrees that any and all licenses to which such Member would have been entitled by virtue of its membership will cease as of the date of termination of the Member's membership.

9.3 Except with regard to any license rights described above, any provisions of this Agreement which by their nature should naturally survive the termination or expiration of this Agreement will so survive (including, but not limited to, Sections on Intellectual Property, Confidential Information, No Warranty, and Indemnification).

10.0 Intellectual Property

10.1 Any Consortium Intellectual Property developed pursuant to this Agreement or the Research Program shall be owned by Carnegie Mellon regardless of whether Member or its employees have participated in the creation thereof, and Member hereby assigns all ownership and other intellectual property rights in Consortium Intellectual Property to Carnegie Mellon. Member agrees to execute any and all documents reasonably requested by Carnegie Mellon to confirm Carnegie Mellon's ownership in such Consortium Intellectual Property.

10.2 Carnegie Mellon shall retain the entire right, title and interest in and to any and all Carnegie Mellon Background Intellectual Property. Member shall retain the entire right, title and interest in and to any and all Member Background Intellectual Property. If Member desires to license Carnegie Mellon Background Intellectual Property, it may request to negotiate a separate written license with Carnegie Mellon.

10.3 Carnegie Mellon may, in its sole discretion, pursue intellectual property protection for Consortium Intellectual Property.

10.4 To the extent Member elects to complete a survey and/or provide information to Carnegie Mellon in connection with the Cyber Threat Baseline activity, Member hereby grants to Carnegie Mellon a perpetual, irrevocable, worldwide right and license to use such information to perform the Cyber Threat Baseline activity. Without limiting the general nature of the prior sentence, such license includes the right for Carnegie Mellon to aggregate and/or analyze the information provided by Member in conjunction with information provided by other Consortium members and/or industry averages and to publish and release the results of such aggregation/analyses to other members and/or the public, provided that Member is not identified as the source of any particular response or data.

11.0 Confidential Information

11.1 Member understands that because of the collaborative nature of the Consortium activities, it may be necessary for other members and/or others to have access to materials used in or in conjunction with Consortium projects and activities and that the work product of the Consortium may be made available by Carnegie Mellon to the general public. However, Member and Carnegie Mellon agree
that they may have access to certain of each other's Confidential Information in connection with the performance of the Cyber Threat Baseline activity and agree to protect such information as described in this Section 11. All information, documents, materials and know-how which may be disclosed or furnished by or to Carnegie Mellon and/or Member pursuant to the Cyber Threat Baseline activity shall be, if suitably marked as "Confidential" or designated as described in 11.2 below, considered as the disclosing party's "Confidential Information" and, unless authorized by disclosing party, shall not be used by recipient other than in conjunction with the participation in the Consortium. Recipient shall use the same degree of care as it uses in protecting and preserving its own confidential information of like kind to avoid disclosure or dissemination thereof and, subject to the exclusions listed in 11.4 below, will not provide the disclosing party's Confidential Information to any third party without the prior written approval of the disclosing party. Notwithstanding anything to the contrary herein, Member understands and agrees that Member's Confidential Information may be used and disseminated by Carnegie Mellon as described in Section 10.4 above.

11.2 Information which is disclosed orally or otherwise than in tangible form shall be considered the disclosing party's Confidential Information if (a) the information is identified as Confidential Information at the time of disclosure and a written summary is provided to the recipient within twenty (20) days thereafter or (b) the information is identified as Confidential Information in a writing provided to the recipient prior to or at the time of disclosure.

11.3 Neither party shall be liable for the inadvertent or accidental disclosure of Confidential Information if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve its own such data or information.

11.4 The Confidential Information designation and any confidentiality obligation shall not apply to information if the information –

a) is known to recipient for which it has documentary records which establish knowledge prior to this disclosure;

b) subsequently becomes public knowledge and/or is published through no fault of recipient;

c) is independently developed by employees of recipient without use or reference to the Confidential Information; or

d) is or was brought to recipient's attention by a third party who has a legal right to do so.

In addition, a recipient party may disclose the disclosing party's Confidential Information in response to a subpoena, court order or other legal process provided that the recipient party gives the disclosing party reasonable advance written notice of the required disclosure (unless prohibited by the terms of the court order, etc.) and provided the recipient party discloses only as much of the Confidential Information as required.

11.5 Confidentiality obligations shall remain in force for a period of five (5) years after the Membership Termination Date.

12.0 Publications

12.1 Subject to any applicable confidentiality provisions in Section 11 above, all reports and papers of research and other activities conducted under the Research Program may be published by Carnegie Mellon in accordance with its standard publication practices. Any such reports or papers may refer to the fact that the project and/or report was conducted pursuant to funding from the Consortium.
13.0 Federal Rights and Requirements in Consortium Intellectual Property

13.1 In the event, that the Consortium utilizes federal funding to support development of Consortium Intellectual Property, then (a) the United States Government will be granted licensing rights as required under the terms of those federal agreements and/or applicable law and (b) all rights reserved to the United States Government and others under Public Law 96-517 and Public Law 98-620 including but not limited to government purpose license and march-in rights, shall remain and shall in no way be affected by this Agreement and any right granted in this Agreement greater than that permitted under Public Law 96-517 or Public Law 98-620 shall be subject to modification as may be required to conform to the provisions of those statutes to the extent it concerns Consortium Intellectual Property developed with federal funds.

14.0 Use of the Name of Carnegie Mellon or Member

14.1 Each Member In Good Standing may indicate in its publications and/or on its website that it is a member of the Consortium operated by Carnegie Mellon.

14.2 Carnegie Mellon may list the names of its members on its website and publications; provided however that it may not use any Member logos without such Member's prior written consent and any such logo use shall be subject to any of Member's trademark and logo usage guidelines as made available in writing to Carnegie Mellon.

14.3 Beyond the uses authorized above in this Section 14, this Agreement does not give any party any right to use the trademarks, service marks or name of any other party or any persons on its staff in any sales promotion work or advertising, or in any other form of publicity without the written permission of such other party.

14.4 The rights set forth in this Section 14 are not transferable and shall not be sublicensed.

15.0 Use of Membership Fees

15.1 Membership Fees will be utilized for research and development efforts (including purchase of necessary equipment), administrative, organizational and operating expenses and overhead charges.

16.0 Export Controls

16.1 Each party agrees that it will comply with any and all applicable United States export control laws and regulations with regard to the passing of Intellectual Property, materials and/or other information under this Agreement. Carnegie Mellon expects its Consortium activities to constitute fundamental research that is exempt from export control licensing under applicable export control laws. As a result, Carnegie Mellon does not wish to take receipt of export-controlled information from Member, except as may be specifically agreed to by Carnegie Mellon and for which Carnegie Mellon has made specific arrangements. Member agrees that it will not provide or make accessible to Carnegie Mellon any export-controlled information without first informing Carnegie Mellon of the export-controlled nature of the information and obtaining from Carnegie Mellon its written consent to accept such information as well as any specific instructions regarding the mechanism pursuant to which such information should be passed.

17.0 Force Majeure

17.1 Except with regard to the payment of Member's Membership Fee, neither party shall be liable for delay in performance due to any cause beyond the party's reasonable control including fire, flood, strike, or other labor difficulty, act of God, terrorism, act of any governmental authority, acts or omissions of the other party, riot, terrorism, war, fuel or energy shortage, or due to any other cause beyond the party's reasonable control.
18.0 NO WARRANTY/LIMITATION OF LIABILITY

18.1 ANY INFORMATION, MATERIALS OR SERVICES, INTELLECTUAL PROPERTY OR OTHER PROPERTY OR RIGHTS GRANTED OR PROVIDED BY EITHER PARTY PURSUANT TO THIS AGREEMENT (HEREINAFTER THE "DELIVERABLES") ARE ON AN "AS IS" BASIS. NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER REGARDING SUCH DELIVERABLES INCLUDING BUT NOT LIMITED TO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, EXCLUSIVITY OR RESULTS OBTAINED FROM MEMBER'S USE OF ANY DELIVERABLE. NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES SUCH AS LOSS OF PROFITS OR INABILITY TO USE SAID DELIVERABLES OR ANY APPLICATIONS AND DERIVATIONS THEREOF. NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND WITH RESPECT TO FREEDOM FROM PATENT, TRADEMARK, OR THEFT OF TRADE SECRETS AND DOES NOT ASSUME ANY LIABILITY HEREUNDER FOR ANY INFRINGEMENT OF ANY PATENT, TRADEMARK, OR COPYRIGHT REGARDING THE DELIVERABLES PROVIDED BY IT. EACH PARTY AGREES THAT IT WILL NOT MAKE ANY WARRANTY ON BEHALF OF THE OTHER PARTY, EXPRESS OR IMPLIED, TO ANY PERSON CONCERNING THE APPLICATION OF OR THE RESULTS TO BE OBTAINED WITH THE DELIVERABLES RECEIVED FROM THE OTHER PARTY.

19.0 Indemnification

19.1 Member hereby agrees to defend, indemnify and hold harmless Carnegie Mellon, its trustees, officers, employees, students and agents from all claims or demands made against them (and any related losses, expenses or attorneys’ fees or costs) arising out of or relating to Member's and/or its permitted sublicensees' negligent use or willful misuse of or negligent conduct or willful misconduct regarding, the Consortium Intellectual Property.

20.0 Notice and Other Addresses

20.1 Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered certified mail addressed as follows:

If to the University:
SEI Contracts Office
Software Engineering Institute
Carnegie Mellon University
4500 Fifth Avenue
Pittsburgh PA 15213-2691
Phone: 412-268-7742
Fax: 412-268-6306

If to Member, to the address of Member set forth on Page 1 of this Agreement.

21.0 Other Projects; Academic and non-profit professional Collaborations

21.1 Nothing contained in this Agreement shall prevent either the Member or Carnegie Mellon from entering into research projects with third parties which are similar to the activities under this Agreement or from independently developing (either through third parties or through the use of its own personnel), or from acquiring from third parties, intellectual property, technologies or products
which are similar to and competitive with Consortium Intellectual Property. Carnegie Mellon may collaborate with other non-member entities, academic institutions and/or non-profit professional organizations on Consortium-related projects when Carnegie Mellon determines that such entities or professionals can assist the Consortium and/or such projects.

22.0 Validity

22.1 If any portion of this Agreement shall be finally determined by any court or governmental agency of competent jurisdiction to violate applicable law or otherwise not to conform to requirements of law then the remainder of the Agreement shall not be affected thereby; provided, however, that if any provision hereof is invalid or unenforceable, then a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of the Agreement including the invalid or unenforceable provision.

23.0 Paragraph Headings

23.1 The paragraph headings herein are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

24.0 Waiver, Entire Agreement

24.1 This Agreement, including the Cover Page, is binding upon and shall inure to the benefit of the parties hereto. No failure or successive failures on the part of either party to enforce any covenant, agreement or condition and no waiver or successive waivers shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either party to enforce the same in the event of any subsequent breach or breaches by the other party.

24.2 This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings relating to the subject matter hereof. The Agreement may not be altered, amended, modified or assigned except by a written instrument signed by the duly authorized representatives of both parties.

25.0 Disputes

25.1 This Agreement shall be governed by the laws of the United States of America and the Commonwealth of Pennsylvania without regard to its conflicts of laws provisions. All claims and/or controversies of every kind and nature arising out of or relating to this Agreement, including any questions concerning its existence, negotiation, validity, meaning, performance, non-performance, breach, continuance or termination shall be settled exclusively in the United States District Court for the Western District of Pennsylvania or, if such Court does not have jurisdiction, in any court of general jurisdiction in Allegheny County, Pennsylvania and each Party consents to the exclusive jurisdiction of any such courts and waives any objection which such Party may have to the laying of venue in any such courts.

26.0

Member agrees that it shall not submit a proposal as either a prime contractor or a sub-contractor for any future acquisition which identifies that Carnegie Mellon or SEI shall contribute to the performance of any resulting contract without the prior written consent of the SEI. This restriction does not apply when otherwise authorized by law. This does not prevent Member from using any Intellectual Property conveyed under this Agreement, consistent with the other provisions of this Agreement, to perform any contract or in response to any solicitation.
27.0 Operation

27.1 The operation of the Consortium will be consistent with this Agreement, although, ultimately, matters not addressed in this Agreement must be at the sole discretion of Carnegie Mellon.