



ACCESSONE

AGREEMENT – TERMS & CONDITIONS IT SYSTEMS AND SECURITY RISK ASSESSMENT \$10,000 CHALLENGE

THIS AGREEMENT is entered into by and between Access One, Inc. (“Access One”) and the undersigned business participant (“Participant”) as of the date this Agreement is executed.

1. Access One’s Offer. Access One offers to pay a lump sum of ten thousand dollars (\$10,000) to any eligible business with 25-500 employees (the eligible “Participant”) that agrees to a free Risk Assessment of Participant’s IT systems and processes. If the Risk Assessment reveals that Participant’s IT systems and processes are totally compliant with the standards and framework set forth in the latest versions of NIST and CIS regulations (collectively, the “Regulations”) to the extent that Access One is not able to identify at least one tangible way (per these Regulations) to strengthen Participant’s security and resistance to IT and cybersecurity vulnerabilities, then Access One will reward Participant for its compliance excellence by paying Participant a lump sum of ten thousand dollars (\$10,000).

2. Excluded or Ineligible Businesses. Access One’s Offer / \$10,000 Challenge is made exclusively to eligible Participants. The following businesses are excluded from Access One’s Offer / \$10,000 Challenge and are ineligible to participate:

- a. Businesses that have over 500 employees.
- b. Businesses that are current Access One customers and purchase Managed IT and/or Cybersecurity services.
- c. Businesses that have SOC (System and Organization Controls) certification.
- d. Businesses that have ISO (International Organization for Standardization) certification.

3. Risk Assessment. The components of the Risk Assessment are (a) a questionnaire pertaining to Participant’s IT systems and processes; and (b) an external scan of Participant’s IT systems; and (c) an internal scan of Participant’s IT systems.

4. Participant’s Requirements and Cooperation. Participant is granting Access One permission to collect and analyze certain data and information about Participant’s IT systems and processes to enable Access One to prepare the Risk Assessment. Participant shall provide Access One with the following prerequisites, information and administrative credentials which must be validated prior to the date of the Risk Assessment:

- a. Windows Server Operating System Domain administrator username/password;
A Windows Server Domain is required for the Assessment, or Workgroups cannot be assessed.
- b. Network Firewall administrator username/password;
The firewall interface must be accessible to view configurations, or the external vulnerability assessment cannot be performed.
- c. Office 365 administrator username/password; Without this credential, the MS Cloud assessment cannot be performed.

5. Confidential Information. Access One shall only collect data and information that pertains to Participant’s IT systems and processes. Access One will not collect data or information contained in Participant’s files, including without limitation, any operational, economic or financial information of any nature whatsoever, or any information about Participant’s products/services, employees, suppliers, customers, or any similar Confidential Information. Access One will deliver a written report containing the results of any IT / cybersecurity vulnerabilities as set forth in the Regulations. Access One shall discuss the results and findings of the Risk Assessment solely with Participant. Access One acknowledges that the information, results and findings of the Risk Assessment shall constitute Participant’s Confidential Information. Access One shall limit the disclosure of Participant’s IT systems and processes information to only those persons at Access One reasonably necessary to appraise and evaluate Participant’s IT systems and processes information. Access One shall use the Confidential Information only for the purpose of its appraisal and evaluation of the Risk Assessment and for no other purpose.

6. Disclosure of Regulations. The determinative Regulations identified above are: (a) NIST (National Institute of Standards & Technology), the requisites of which are contained at <https://nvlpubs.nist.gov/nistpubs/CSWP/NIST.CSWP.29.pdf> and (b) CIS (Center for Internet Security), the requisites of which are contained at <https://www.cisecurity.org/controls/cis-controls-list>.

7. Definitions.

- a. When the term “processes” is used, this refers to the processes that maintain the IT infrastructure or ensure the enforcement of security and compliance requirements as more thoroughly identified in the Regulations.
- b. When the term “IT systems” is used, this refers to the Information Technology systems, including the combination of hardware, software, networks, and databases used to collect, process, store, and disseminate information within an organization or business as more thoroughly identified in the Regulations.

8. Expiration of Access One's Offer. The expiration date for Access One's Offer / \$10,000 Challenge shall be February 28, 2026 (the “Expiration Date”). Only those Participants that have executed this Agreement prior to the Expiration Date are eligible to participate in Access One's Offer / \$10,000 Challenge.

9. Participant's Eligibility-One Time Only. Any eligible business may be a Participant one time only. Any business (or its affiliates or subsidiaries) that has previously signed this Agreement and has been a Participant in Access One's Offer / \$10,000 Challenge shall no longer be eligible to be a Participant.

10. Waiver of Liability. Except for Access One's gross negligence or willful misconduct that directly results in loss or damages to Participant's network environment, including the breach of the network, Participant hereby waives any and all rights, claims or causes of action of any kind whatsoever arising out of Access One's activities pertaining to the preparation of the Risk Assessment.

11. Governing Law. The validity and interpretation of this Agreement shall be governed by Illinois laws.

12. No Other Agreement. It is expressly understood that this Agreement is not and shall not be construed as a letter of intent or agreement to enter into any business relationship other than to provide Participant with a free Risk Assessment and to memorialize Access One's Offer / \$10,000 Challenge.

ACCESS ONE, INC.:

PARTICIPANT:

By: _____
Print Name and Title of
Authorized Representative

By: _____
Print Name and Title of
Authorized Representative

Signature date

Signature date