## PLEASE READ THESE TERMS OF USE CAREFULLY.

By using the NIST Assist by Readypool Site (the "Site") or any NIST Assist applications or application plug-ins or workflows ("Applications"), you agree to the follow terms of use (the "Terms of Use") and agree to comply with all applicable laws and regulations, including United States export and re-export control laws and regulations. In these Terms of Use, the words "you" and "your" refer to the customer, "we", "us" and "our" refer to NIST Assist and "Services" refers to all services provided by NIST Assist.

It is your responsibility to review these Terms of Use periodically. If at any time you find these Terms of Use unacceptable or ***if you do not agree to these Terms of Use, please do not use this Site or any Applications.*** We may revise these Terms of Use at any time without notice to you. If you have any questions about these Terms of Use, please contact us immediately.

Customers are required to maintain a Digital Partner of Record relationship with Readypool Technical Services to receive the benefits and services herein. Customers can cancel or change their Partner of Record at any time, and doing so will rescind this Managed Service Agreement. In the event a customer cancels their Managed Services with Readypool Technical Services, the customer is still responsible for paying the current monthly subscription in full. NIST Assist by Readypool reserves the right to withhold access to all Microsoft Services for which Readypool has procured in the event the customer does not pay any past due amount in full.

**Disputes: These Terms require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and limit the remedies available to you in the event of a dispute.**

Please also refer, when applicable, to the Microsoft Cloud Agreement, Supplemental Terms of Service for Managed Services, and Privacy Policy, each of which may be incorporated herein by reference, or where applicable, added to your Managed Service site (included in your Tenant).

NIST Assist provides curated guidance and a general understanding of the requirements for individuals and organizations who choose to prepare for industry standards adoption, accreditations, certifications, and other frameworks that use a Program Management Information System (PMIS). These Managed Services include basic Security and Compliance support. NIST Assist provides Intellectual Property for hire, and managed Services by co-authoring and organizing documents and related data within the client’s environment using PMIS Standards. The NIST Assist Services include the Program Management Information System site template where these data sets reside in accordance with Industry Best Practice (for most tenants this is named Managed Services unless otherwise specified). The site template is provided as is, and is intended as a starting point from which to implement a more custom structure. At no time do we share your information with third parties unless it is industry standard to do so. The information and Intellectual Property NIST Assist develops for the client is based on industry associations, organizations, and federal resources available to the public at large. NIST Assist frequently evaluates companies at risk, and for that reason cannot be held liable if a recommended control is not identified or followed. NIST Assist does not process, store, or interrogate sensitive systems or data that is not otherwise at risk, or may be used against a client, and is not, nor should be, given access to sensitive systems. Any breaches or security incidents which occur during an engagement are the responsibility of the client or organization, and NIST Assist cannot be held accountable for any activity that negatively affects a client. Our advisory services and guidance is not a guarantee that security incidents will not happen, in fact they will happen (our job is to reduce your liability and assist in recovery). This Site and Applications are not intended to prevent security incidents in and of themselves, and instead require participation by the individual or client. The NIST Assist site reflects the corporate maturity, and is used to aid in the evaluation of materials, and therefore is only one piece of an overall “system” of controls and control documentation.

NIST Assist is not a certification body, and does not perform certifications. **NIST Assist, its Services, and its forms or templates are not a substitute for the certifications or accreditations, and are intended to assist the client in attaining such.**

NIST Assist strives to keep its legal documents accurate, current and up-to-date. However, because the law changes rapidly, NIST Assist cannot guarantee that all the information on the Site or Applications is completely current. The law is different from jurisdiction to jurisdiction, and may be subject to interpretation by different courts.

Managed Services

NIST Assist provides Managed Services in the following manner:

# Advisory Services

Advisory Services are included at no additional cost and includes general guidance and abstract support on the use and application of Cloud Services, including guidance on Office 365. Advisory Services for Security and Compliance provide regular review of your Security and Compliance Center, and upkeep of reports, recommended tasks, and performance dashboards that are included with your Security and Compliance Subscription. Advisory Services do not include problem solving of services that are experiencing outages, degradation of services, or service interruptions. Advisory Services are not a replacement for traditional Technical Support or Training. Notwithstanding, free Support and Training options are available from Microsoft.

# Incident Management

Incidents are support issues that rise above Advisory Services and require an engineer to be assigned. NIST Assist will triage support requests and attempt to resolve the issue or problem within 1 hour. If the problem cannot be immediately resolved and requires a specialist, a Per Incident charge of $50.00 will be applied to your monthly bill. Each incident must be approved by the Client, and the Incident will then be assigned and tracked until resolution or disposition according to the outcome of the support ticket.

# Task Orders

Task orders are fixed priced activities that cannot be resolved by Advisory Services or Incident Management. This includes projects, development, software design, customizations, or other work for hire. In the event an Incident is escalated to a Task Order, the $50 Per Incident charge will be applied to the Task Order.

# Billing

Customers are billed monthly for all services provided. Invoices are transmitted electronically on or about the 15th of each month, for the previous month activity.

# Agreement Details

**1. Privacy Policy.** NIST Assist respects your privacy and permits you to control the treatment of your personal information. A complete statement of NIST Assist's current Privacy Policy can be found at nistassist.com. NIST Assist's Privacy Policy is expressly incorporated into this Agreement by reference.

When you use or access certain portions of the Site, Applications, or the Services, you must provide credentials for your organization. You are entirely responsible for maintaining the confidentiality of your password. You may not use a third party's account, user name or password at any time. You agree to notify NIST Assist immediately of any unauthorized use of your account, user name or password. NIST Assist shall not be liable for any losses you incur because of someone else's use of your account or password, either with or without your knowledge.

**2. DISPUTE RESOLUTION BY BINDING ARBITRATION**

Please read this carefully. It affects your rights.

Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our Customer Care Center at (800) 773-0888. **In the unlikely event that the NIST Assist Customer Care Center is unable to resolve your complaint to your satisfaction (or if NIST Assist has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or in small claims court rather than in a court of general jurisdiction.** Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than a court does, and is subject to very limited review by courts.**Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted.** While in some instances, upfront costs to file an arbitration claim may exceed similar costs to bring a case in court, for any non-frivolous claim that does not exceed $75,000, NIST Assist will pay all costs of the arbitration. Moreover, in arbitration you may recover attorney's fees from NIST Assist to the same extent or more as you would in court. The arbitrator shall apply the same limitations period that would apply in court.

**Arbitration Agreement:**

(a) NIST Assist and you agree to arbitrate **all disputes and claims** between us before a single arbitrator. The types of disputes and claims we agree to arbitrate are intended to be broadly interpreted. It applies, without limitation, to:

* claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
* claims that arose before these or any prior Terms (including, but not limited to, claims relating to advertising);
* claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
* claims that may arise after the termination of these Terms.

For the purposes of this Arbitration Agreement, references to "NIST Assist," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, business partners, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or products under these Terms or any prior agreements between us. Beneficiaries include, but are not limited to, those named in an estate planning document.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude your bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into these Terms, you and NIST Assist are each waiving the right to a trial by jury or to participate in a class action.** These Terms evidence a transaction or website use in interstate commerce, and thus the Federal Arbitration Act (“FAA”) governs the interpretation and enforcement of this provision. This arbitration provision will survive termination of these Terms.

(b) A party who intends to seek arbitration must first send, by U.S. certified mail, a written Notice of Dispute ("Notice") to the other party. A Notice to NIST Assist should be addressed to: Notice of Dispute, General Counsel, NIST Assist, 101 North Brand Blvd., 11th Floor, Glendale, CA 91203 (the "Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought ("Demand"). If NIST Assist and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or NIST Assist may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by NIST Assist or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or NIST Assist is entitled.

**3. Additional Terms.** Some NIST Assist Services may be subject to additional posted guidelines, rules or terms of service ("Additional Terms") and your use of such Services will be conditioned on your agreement to the Additional Terms. If there is any conflict between these Terms of Use and the Additional Terms, the Additional Terms will control for that Service, unless the Additional Terms expressly state that these Terms of Use will control.

**Rights and Responsibilities of NIST Assist.**

Although we cannot make an absolute guarantee of system security, NIST Assist takes reasonable steps to maintain security. If you have reason to believe system security has been breached, contact us immediately.

**4. LIMITATION OF LIABILITY AND INDEMNIFICATION.** EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD NIST ASSIST AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF NIST ASSIST HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF NIST ASSIST, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS PARAGRAPH DOES NOT APPLY TO NORTH CAROLINA CONSUMERS.

**5. Acknowledgement.** BY USING NIST ASSIST'S SERVICES OR ACCESSING THE NIST ASSIST SITE OR APPLICATIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.