



Assessment Terms and Conditions

1. Scope of Services

Vanguard Technology Advisors, Inc. (“VTA”) agrees to perform the assessment and services as outlined in the Statement of Work (SOW). To complete the assessment and perform the required services, VTA relies on the District to provide certain information, documentation, and system access. Any additional services or work required that is outside the original SOW must be mutually agreed upon in writing by both parties and may be subject to additional fees.

2. Accuracy of Information Provided; No Liability

The assessment and all consequent recommendations and conclusions contained in VTA’s reports shall be based on information, documentation, and access provided by the District. The District acknowledges for itself and its servants, agents and employees, that all information provided by it to VTA shall be fully relied upon by VTA in delivering the SOW. Therefore, all information provided by the District shall be timely, true and accurate to the best of the District’s belief. The District understands that any misstatements of fact or a lack of candor by the District or its servants, agents, representatives and/or employees will likely impact the accuracy of the assessment and VTA’s final report. As such, the District hereby acknowledges that any factual misstatements or a lack of candor by the District or its servants, agents, representatives and/or employees shall not be imputed to VTA in performance of its obligations as set forth under the SOW.

Furthermore, if information and/or documentation provided to VTA is incomplete, inaccurate, or not disclosed in full, the District acknowledges that the assessment may not provide a complete diagnosis of all potential risks, systems, or vulnerabilities.

Moreover, the District shall provide all requested information, including but not limited to system configurations, network diagrams, security policies, and personnel interviews, in a timely manner to allow VTA to complete its assessment effectively. Delays resulting from the District’s failure to provide the required information shall not be imputed to VTA or its performance under the SOW.



3. Limitation of Liability

3.1 Cap on Liability

For circumstances that fall outside of Section 2 above, the total aggregate liability of VTA to the District, arising out of or related to this SOW or any services provided hereunder, whether based in contract, tort (including negligence), warranty, or otherwise, shall not exceed the total fees paid by the District to VTA under this SOW. This limitation of liability applies regardless of the form of action, whether in contract or tort, including negligence.

3.2 Exclusion of Consequential Damages

In no event shall VTA be liable to the District for any indirect, special, incidental, consequential, or punitive damages, including but not limited to loss of profits, business interruptions, loss of data, or costs of procurement of substitute services, whether foreseeable or not foreseeable, arising from the services performed under this SOW or any other provision of this agreement.

3.3 Force Majeure

VTA shall not be held liable for any delays or failures in performance due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, strikes, equipment or technical failures, or other events beyond the reasonable control of VTA.

3.4 Indemnity

The District agrees to indemnify and hold harmless VTA, its employees, agents, and affiliates, from and against any third-party claims, liabilities, damages, and expenses, including reasonable attorney's fees, arising out of or relating to the District's misuse of the services, failure to follow recommendations, or non-compliance with applicable regulations and/or statutes.

3.5 Warranty Disclaimer

VTA makes no warranties, express or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose with respect to the services provided under this SOW. The services are provided "as is" and "as available."



4. Confidentiality

VTA acknowledges that during the course of the assessment, it may have access to confidential or proprietary information of the District. VTA agrees to take all reasonable steps to protect such information and will not disclose any confidential information to any third party without the express written consent of the District, unless otherwise required by law.

5. Ownership of Deliverables

All reports, documentation, and deliverables provided by VTA under this SOW are the property of the District upon full payment of fees. However, VTA retains ownership of any proprietary methodologies, processes, and tools used during the assessment.

6. Intellectual Property Rights

VTA retains all rights, title, and interest in and to any intellectual property, including software, methodologies, tools, and technologies used or developed during this engagement. The District shall have a non-exclusive, non-transferable license to use any such intellectual property solely for the purposes of internal use as part of this SOW.

7. Payment Terms

Payment for services rendered under this SOW shall be made in accordance with the agreed-upon terms in the SOW. Invoices will be issued according to the schedule outlined in the SOW, and the District agrees to make payment within thirty (30) days of the date of the invoice. Late payments may be subject to interest charges as permitted by law.

8. Termination

Either party may terminate this agreement for cause if the other party breaches any material term or condition and fails to cure such breach within thirty (30) days after receiving written notice. Upon termination, the District agrees to pay VTA for all work completed up to the effective date of termination.

9. Governing Law and Dispute Resolution

This agreement shall be governed by the laws of the state in which the services are rendered, without regard to its conflicts of law principles. Any disputes arising under this agreement shall be resolved through good-faith negotiations. If the parties cannot reach a resolution, disputes shall be resolved by binding arbitration in New Jersey.



10. Severability

If any provision of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.