

RESPONSIBLE DISCLOSURE AGREEMENT

THIS RESPONSIBLE DISCLOSURE AGREEMENT (“**Agreement**”) is made effective as of _____, ____ 2020 (“**Effective Date**”), by and between **Devo Technology, Inc** with its business address at 150 Cambridgepark Drive, Suite 702, Cambridge, MA 02140 (“**Devo**”) and **Name:** _____
Address: _____ (“**Tester**”).

WHEREAS, Devo develops and licenses to its customers certain data analytics and SIEM software solutions (the “**Products**”).

WHEREAS, Tester wishes to inspect and test the Products for security vulnerabilities (“**Vulnerabilities**”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Reporting of Vulnerabilities

- (a) If Tester finds any Vulnerabilities in the Products, it will promptly report those Vulnerabilities to Devo in writing at the following address: vuln-report@devo.com (the “**Report**”).
- (b) Tester’s Report to Devo will include all necessary details to enable Devo to identify and replicate the issue, including for example **[insert details regarding vulns needed from tester]**.
- (c) Tester’s Report to Devo will also include Tester’s full valid and updated contact information, to enable Devo to contact Tester.

2. Fixing of Vulnerabilities

- (a) Following receipt of Tester’s Report as described in section 1, Devo will review and investigate the reported Vulnerability as soon as practicable, provided that Devo will start its investigation no later than within 30 days from receipt of Tester’s Report. Devo will promptly notify Tester of the start of its investigation.
- (b) If following such investigation, Devo in its sole discretion determines that the Vulnerability requires remediation, it will start remediating the Vulnerability as soon as practicable. Tester agrees that it will reasonably cooperate with Devo in its remediation efforts upon request by Devo.
- (c) Following successful remediation by Devo, Devo will promptly provide Tester with a remediation notice stating that it has fixed the Vulnerability (“**Remediation Notice**”). If Tester reasonably and in good faith believes that Devo did not successfully fix the Vulnerability, it

shall so notify Devo in writing no later than within 10 days from receipt of Devo’s Remediation Notice. If Tester so notifies Devo, Devo and Tester shall restart the process described in this section 2.

- (d) If Tester does not notify Devo within the 10 days described in section 2(c), the parties will consider the Vulnerability successfully fixed.

3. Disclosure and Credits

- (a) Following the successful fix of the Vulnerability as described in section 2, Devo will disclose the Vulnerability and the successful remediation thereof on its website at **[insert link to bounty program vuln disclosure on website]**.
- (b) If requested by Tester in writing (email sufficient), Devo will give due credit to Tester in its disclosure statement. For this purpose (and for no other purpose), Tester hereby expressly consents to Devo’s disclosure of Tester’s name on its website. Tester understands that in order to receive such credit and mention on Devo’s website, it must request the same from Devo in writing (email sufficient).

4. Bounty Payment

- (a) Following the successful Vulnerability fix as described in section 2 and the disclosure and credit as described in section 3, and as full consideration for Tester’s obligations and covenants herein, Tester will be eligible to receive a bounty payment from Devo. Devo and Tester will separately agree the amount of the bounty payment in writing (email sufficient). Tester will at all times only be eligible for one bounty payment per reported Vulnerability.
- (b) Tester is responsible for paying any federal and state taxes applicable to Tester in connection with the bounty payment.
- (c) The bounty payment is expressly conditioned upon the following:
 - a. Receipt of an invoice by Devo from Tester for the bounty payment in USD or EUR. The invoice will have payment terms of net 30 days from receipt of invoice and will show Tester’s full payment details and tax ID number. The invoice will also reference the specific Vulnerability for which payment is requested.
 - b. Receipt by Devo of a duly executed form W-9, W-8 or W-8BEN from Tester as applicable.
 - c. Full compliance by Tester with the provisions of this Agreement, including without limitation its sections 5 – Confidentiality and 6 – Non-Disparagement.

5. Confidentiality

- (a) Tester acknowledges and agrees that the Vulnerabilities and the Products and any and all intellectual property rights in connection with, embodied in or underlying the Products, including without limitation (a) patents, patent applications, patent disclosures, and all related continuation, continuation-in-part, divisional, reissue, reexamination, utility model, certificate of invention and design patents, registrations and applications for registrations; (b) trademarks, service marks, trade dress, Internet domain names, logos, trade names, and corporate names and registrations and applications for registration thereof; (c) copyrights and registrations and applications for registration thereof; and (d) trade secrets, are the confidential information of Devo (“**Confidential Information**”).
- (b) Tester agrees to treat the Confidential Information as strictly confidential, not disseminate, share, disclose, distribute, allow access to, aggregate, or otherwise use Confidential Information unless expressly permitted in this Agreement and to take all necessary actions to protect its confidentiality and to protect it from disclosure.
- (c) Tester shall not remove or obscure any designations of confidentiality on any Confidential Information and shall not reproduce, copy, or reduce to tangible form any Confidential Information unless necessary for purposes of this Agreement.
- (d) Tester shall not use the Confidential Information in any manner to Devo's detriment, including without limitation, to reverse engineer, disassemble, decompile or design around Devo's proprietary services, products and/or confidential intellectual property unless necessary for purposes of this Agreement.
- (e) Tester shall promptly notify Devo if it becomes aware of a breach of this Agreement.
- (f) Notwithstanding the foregoing, if Tester is required by applicable law, regulation or legal process (including, without limitation, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other legal process) to disclose any Confidential Information, it will provide Devo with prompt prior written notice of such requirement and a description of the Confidential Information it is required to disclose. Tester will cooperate with Devo to the extent it may seek to limit such disclosure or to obtain a protective order or other remedy with respect thereto. Tester will use reasonable efforts to ensure that all Confidential Information that is so disclosed is accorded confidential treatment by the recipient.

6. Non-Disparagement

- (a) Both before and after this Agreement is executed, Tester agrees not to disparage nor defame Devo, its directors, officers or employees, or otherwise make, endorse, publicize, or circulate to any person or entity, any statement or remark that can reasonably be construed as disparaging to any of the foregoing, or make any statement concerning any of the foregoing that in any way could harm or interfere with any of their business interests or reputation. Tester acknowledges that this is a material provision of this Agreement and a material part of the consideration provided for herein.
- (b) Both before and after this Agreement is executed, Devo agrees not to disparage nor defame Tester, or otherwise make, endorse, publicize, or circulate to any person or entity, any statement or remark that can reasonably be construed as disparaging to Tester.

7. Ownership.

- (a) Tester expressly acknowledges and agrees that Devo owns and retains all right, title and interest in the Products and any and all intellectual property rights in connection with, embodied in or underlying the Products, including without limitation (a) patents, patent applications, patent disclosures, and all related continuation, continuation-in-part, divisional, reissue, reexamination, utility model, certificate of invention and design patents, registrations and applications for registrations; (b) trademarks, service marks, trade dress, Internet domain names, logos, trade names, and corporate names and registrations and applications for registration thereof; (c) copyrights and registrations and applications for registration thereof; and (d) trade secrets (“**Intellectual Property**”) and any and all modifications, amendments, extensions, enhancements, updates, upgrades and any other derivative works of such Intellectual Property.
- (b) Any and all documentation, ideas or other property, whether tangible or intangible, arising out of or resulting from Tester's performance of this Agreement and all proprietary rights thereto, including copyrights therein, (“**Devo Materials**”) shall belong to Devo immediately upon development. As to copyrights, Tester agrees that all Devo Materials shall be deemed a “work made for hire” and that Devo shall be deemed the author thereof; provided, however, that if any Devo Material is at any time determined to not be a work made for hire, this Agreement shall be deemed an irrevocable assignment to Devo of the copyright to the entire Devo Material. Tester shall at the request and reasonable expense of Devo execute all documents as are required to vest such ownership of any Devo Materials in Devo.
- (c) Notwithstanding the above, Tester shall continue to own all right, title and interest in and to all content, techniques, methodologies, objects, modules, software, or other materials (including all intellectual

property rights therein) created or obtained by Tester prior to engaging in any activities under this Agreement or developed independent of this Agreement (“**Tester Materials**”). To the extent any Tester Materials are incorporated into any Devo Materials, Tester hereby grants to Devo a non-exclusive, perpetual, irrevocable, worldwide, royalty free, fully paid-up license (with the right to sublicense) to use, copy, modify, and create derivative works of and from such Tester Materials for Devo’s use, distribution or exploitation of the Devo Materials.

8. Limitation of Liability

Except in connection with a breach of any confidentiality obligation hereunder, neither Party will be liable to the other for any amounts representing loss of profit, loss of business or special, indirect, incidental, consequential or punitive damages of any nature whatsoever, including, without limitation, any damages arising out of or in connection with any malfunctions, delays, loss of data, interruption of service or loss of anticipatory profits, even if it has been advised of the possibility of such damages. The total liability of either party to the other party under this Agreement will not exceed the amount of the bounty payment described hereunder or, if no amount has been agreed, an amount of \$10,000.

9. Termination.

- (a) Default. If either party breaches a material term of this Agreement and such breach continues for 30 (thirty) days after receipt of such written notification from the non-breaching party, the non-breaching party may, at its sole discretion and in addition to any other right or remedy available under applicable law or in equity, immediately terminate this Agreement.
- (b) Termination. In addition, Devo shall have the right to terminate this Agreement for convenience upon 30 (thirty) day’s prior written notice to Tester.
- (c) Survival. The rights and obligations of any party which by their nature, extend beyond the expiration or termination of this Agreement shall continue in full force and effect notwithstanding the expiration or termination of this Agreement.

10. General Terms.

It is understood and agreed that each of the parties is an independent contractor and that neither party is, nor shall be considered to be, an employer, agent, distributor or representative of the other. (a) This Agreement shall be governed and construed, by the laws of the State of New York, excluding its conflict of laws provisions, and the courts in the State of New York shall have exclusive jurisdiction over this Agreement and any controversies arising here from, (b) this Agreement and any documents incorporated herein by reference, constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter and

supersedes all prior agreements and undertakings, both written and oral; (c) this Agreement may not be modified except by a writing signed by both parties; (d) if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable; (e) Tester shall not assign its rights or obligations hereunder without Devo’s advance written consent, notwithstanding the foregoing, this Agreement shall be binding upon the and shall inure to the benefit of the parties hereto and their successors and permitted assigns; (f) no waiver of any right or remedy hereunder with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion; (g) this Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement; and (h) in any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys’ fees; and (i) no one other than a Party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Devo Technology, Inc

By: _____

Name:

Title:

Tester

By: _____

Name:

