Service Addendum CYBRC: Additional Terms for CSA Group Cybersecurity Certification Services
("Cybersecurity Certification Terms")

1. General
1.1 These Cybersecurity Certification Terms are in addition to the Global Service Agreement ("GSA") and apply to all cybersecurity certification services ("Cybersecurity Certification Services"), provided to you by CSA Group Testing & Certification Inc., whether directly or indirectly through subsidiaries, corporate affiliates or authorized third party contractors throughout the world (collectively referred to as "we", "us", "our" or "CSA Group"). The term "Facilities" has the same meaning as used in the GSA.
1.2 Cybersecurity Certification Services consist of our evaluation and assessment of the IEC 62443 compliant cybersecurity capabilities used by you to develop, integrate, or maintain specific products, systems, or solutions (your “System/Process”), under one of the following:

1.2.1 The International Electrotechnical Commission ("IEC") System of Conformity Assessment Scheme, under specific standards:
   a) IEC 62443-2-4 Security program requirements for Industrial Automation and Control Systems ("IACS") solution provider capabilities (a process [human]), or application of capabilities (system and process [human]).
   b) IEC 62443-3-3 System and process technical requirements and security levels.
   c) IEC 62443-4-1 Product development requirements.
   d) IEC 62443-4-2 Technical security requirements for IACS product components.

1.2.2 The ISASecure assessment and certification program for assessment of off-the-shelf Industrial Automation and Control System ("IACS") products and IACS product development lifecycle. The ISASecure certification program is based upon the IAC security lifecycle defined in ISA/IEC 62443. ISASecure certification is available for:
   a) Embedded Device Security Assurance (EDSA), for products.
   b) System Security Assurance (SSA) for systems.
   c) Security Development Lifecycle Assurance (SDLA) for a process [human].

1.2.3 The performance of other assessments we deem necessary to determine whether your System/Process conforms to the applicable requirements.

1.3 Upon completion of our assessment, we will deliver to you of a written final report ("Test Report") with findings and recommendations regarding your System/Process. You may not use a Test Report delivered by us in such a manner as to bring CSA Group into disrepute or make any written or verbal statement regarding the Cybersecurity Certification Services that we have performed for your System/Process unless authorized in writing by us, nor make any statements that we may consider misleading or unauthorized.

1.4 If an assessment results in our determination of compliance with applicable program requirements, a certificate of conformity ("C of C") will be issued by us. A C of C is associated with a specific Test Report issued by us. C of Cs may be issued by us under two scenarios:

1.4.1 Capability Assessment: An assessment of a set of capacities typically described in a plan or set of policies and procedures.

1.4.2 Application of Capabilities Assessment: Use of a Capability Assessment for a specific product or a specific solution.

1.5 Compliance with these Cybersecurity Certification Terms is a condition of our Cybersecurity Certification Services to you.

1.6 For some Cybersecurity Certification Services, CSA Group may publicly list your name, business address and identification of the System/Process. You consent to such listing.

2. Cybersecurity Certification Services and Fees
You will pay the following fees to us. We may revise our fees from time to time, and unless you exercise your right to terminate these Cybersecurity Certification Terms, you will pay the revised fees.

2.1 Assessment and evaluation service fees;
2.2 Assessment fees if we determine that assessments of Facilities and/or operations are required as a result of Your Change (as defined in section 6.1);
2.3 Re-assessment fees if we determine that there are changes to the scope of work quoted by us.
2.4 Administrative fees as a result of termination of the GSA or these Cybersecurity Certification Terms; and
2.5 Applicable sales taxes, surcharges, and customs brokerage fees.

3. Limitations and Exclusions.
3.1 Limitations. Cybersecurity Certification Services do not alleviate your sole responsibility for your System/Process. And for the avoidance of doubt, Cybersecurity Certification Services do not include: (1) any services, tasks, or deliverables other than those included in our quotation, the GSA or this Service Addendum CYBRC; (2) remediation or mitigation of any issues identified by use concerning your System/Process; or (3) any responsibility by us (financial or otherwise) for your (or your third party) personnel, hardware, software, or other assets.

3.2 Exclusion of product certification services. Certification services involving our evaluation of products that you intend to manufacture on an ongoing basis, to specific requirements in a standard published by a recognized standards development organization, and which may include a license of our certification mark, are specifically excluded from these Cybersecurity Certification Services and are outside the scope of this Service Addendum CYBRC.
4. Your Role and Obligations.

4.1 The scope of our Cybersecurity Certification Services is defined by you and will be restated in the relevant written quotation issued by us. You are responsible to both identify the standards within the IEC 62443 series to be utilized in the assessment and for selecting the specific security requirements from the identified standards that are to be evaluated within the scope of the assessment. You shall also identify the product(s) or solutions to which the assessment applies. In our assessment, we will evaluate each specific IEC 62443 security requirement selected by you against supporting evidence supplied to us by you.

4.2 In addition to providing us with your system or program requirements, your role and obligations towards the successful completion of Cybersecurity Certification Services include one or more of the following:

a) You will provide to us all documented configurations, specifications, processes, procedures, or other reasonable information requested by us that is related to the System/Process.

b) You will provide us with reasonable cooperation and access to your personnel, as well as timely response to all requested feedback, response to additional information requests and reasonable technical support.

c) You will provide us with sufficient access to your Facilities, and provide reasonable working space including access to high-speed internet.

d) You will permit us to collect data and evidence that supports your compliance with program requirements. You will back up all data, programs or other files before Cybersecurity Certification Services begin, and you acknowledge, accept and hold harmless CSA Group from all liability for any loss of data or business interruption that may result from the Cybersecurity Certification Services.

5. Third Party Tools and Documentation.

5.1 Cybersecurity Certification Services may include our use of programs, documentation and tools provided by third party vendors. Those programs, documentation and tools may result in reports, data or other materials related to the System/Process, and we retain sole ownership and control of the reports, data and other materials, except to the extent delivered in our Test Report to you. You are prohibited from distributing such reports, data or other materials to third parties without our prior written consent. You may distribute an unaltered version of Test Report to third parties.

6. Notice of Material Changes

6.1 You must inform us immediately of any changes that may affect your ability to conform with system or program requirements, including without limitation changes to legal, commercial, organizational status or ownership; key managerial, decision-making or technical staff; modifications to the System/Process; changes to your system or program requirements; change of your contact address and Facility sites; scope of operations in the production method; major changes to the management system; or relevant changes to your quality system ("Your Change").

7. Advertising

7.1 For Cybersecurity Certification Services only, upon receiving a C of C from us for your System/Process, and only while the GSA and these Cybersecurity Certification Terms are in force, you may refer to your System/Process as "Cybersecurity Certified by CSA", but otherwise you may not use or reproduce our name, trademarks, or state or imply that we have approved or endorsed your System/Process.

7.2 Any claims made by you regarding CSA Group or our services provided to you must not mislead the public.

7.3 At our request, you will amend or discontinue all advertising, promotion or other activity deemed inappropriate by us, all at your own expense. This obligation requires you to instruct third parties acting at your direction.

8. Disclaimers and Indemnification.

8.1 Supplemental to those disclaimers and indemnification described in the GSA, you acknowledge and agree to the following:

a) Cybersecurity Certification Services are not a substitute for your own design, manufacture, test, sale or distribution, warranty and support of your System/Process or its network connected products and systems.

b) Cybersecurity Certification Services may not detect or identify all errors, flaws, vulnerabilities or weaknesses in a System/Process or related software or systems.

c) Cybersecurity Certification Services may cause the System/Process, or its network connected products and systems to fail, error out or become unavailable.

d) Cybersecurity Certification Services do not create or result in any representation or warranty as to the security of the System/Process or its network connected products and systems, nor the susceptibility to withstand external attacks, hacks, or breach.

e) Cybersecurity Certification Services do not create or result in any liability attributable to programs, documentation and tools from third-party vendors or CSA Group.

f) Cybersecurity Certification Services are subject to and contingent upon your ability to obtain penetration testing permissions from applicable third parties.

9. Complaints, Incidents and Corrective Action

9.1 You must keep a record of all complaints made known to you relating to compliance with your system or program requirements and must make these records available to us upon request.

9.2 You must notify us immediately of any reports or incidents (including those within your organization) of security breach, compromise, vulnerability, physical injury, property damage, or potential hazards that involve the System/Process.

9.3 We may investigate complaints, reports and incidents relating to the System/Process. You must cooperate with our investigations and, if applicable, you will undertake such corrective action as required by us, at your expense, to ensure that the System/Process is brought into compliance with your systems or program requirements, or as otherwise required to address any potential hazards.
9.4 Without limiting the above, you must take appropriate action with respect to complaints and deficiencies relating to the System/Process that affect compliance with system or program requirements. You must immediately notify us of any pending recalls or other corrective action. You must document and maintain records of the corrective action and provide such records to us immediately upon request.

9.5 For a System/Process, you will undertake such corrective action as required by us to address any potential hazards.

10. Term, Termination, Cancellation, and Survival

10.1 These Cybersecurity Certification Terms remain in effect until terminated by either party upon thirty (30) days’ written notice to the other party, or termination of the GSA, whichever first occurs.

10.2 We may suspend, withdraw or cancel a Test Report or terminate these Cybersecurity Certification Terms upon thirty (30) days’ prior written notice. Upon such suspension, withdrawal or cancellation, or upon termination of these Cybersecurity Certification Terms, you agree to immediately: discontinue the use of any advertising or public representations referencing an assessment performed by us; and take any other measure requested by us.

10.3 We will not be liable for direct, indirect, incidental, consequential or punitive damages, including damages for financial or economic loss arising out of suspension, withdrawal or cancellation of a Test Report, C of C, or a System/Process, or for termination of the GSA or these Cybersecurity Certification Terms.

10.4 These Cybersecurity Certification Terms will remain in force for any Test Report, C of C, or System/Process not affected by the suspension, withdrawal, or cancellation.