

State and Local
Cybersecurity Grant Program

FY 2022 Award Letter



Dan Rispens
East Helena School District
226 E Clinton St
East Helena MT, 59635

Superintendent Dan Rispens,

Congratulations, on behalf of Montana Disaster and Emergency Services (MT DES), the application submitted under the Fiscal Year (FY) 2022 State and Local Cybersecurity Grant Program, End User Cybersecurity Awareness Training has been approved. East Helena School District will receive the services through Montana State Information Services Technologies Division (SITSD) in lieu of direct funding. East Helena School District is not required to match the FY2022 award with any amount of non-Federal funds.

Before East Helena School District may receive the services, acceptance of this award acknowledges that the terms of the following are incorporated into the agreement and must be followed:

- Agreement Articles (attached to this Award Letter)
- **State of Montana – KnowBe4 Contract** (attached to this Award Letter)
- FY 22 State and Local Cybersecurity Grant Program Notice of Funding Opportunity

Per the Notice of Funding Opportunity (NOFO), all sub-recipients are required to complete the following:

- Complete the Nationwide Cybersecurity Review (NCSR)
- Register and maintain CISA’s no cost Cyber Hygiene Services (CyHy)

East Helena School District will work with SITSDs Representative through the onboarding and activation of the services. The actual dates of service will be based on the State contract.

East Helena School District will receive the following services per the application request:

Number of KnowBe4 Licenses	250
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Actual number of licenses may vary based on the actual activation of services. MT DES must be notified if a change in the overall number of licenses is greater than 10% of the awarded amount to ensure sufficient licenses are available.

Please make sure you read, understand, and maintain a copy of these documents for your records. In order to establish acceptance of the award and its terms, please complete, sign and return this document to MT DES at mtdesprep@mt.gov.

**Burke S.
Honzel**

Digitally signed by Burke
S. Honzel
Date: 2024.12.20
15:59:39 -07'00'

Burke S. Honzel
Preparedness Bureau Chief
Montana Disaster and Emergency Services

CC Eric Power

FY2022 Award for Services Acknowledgement

Organization: East Helena School District

Project Name: End User Cybersecurity Awareness Training

Project Point of Contact: Eric Power

Point of Contact Phone: 406-227-7700

Point of Contact Email: epower@ehps.k12.mt.us

By signing this award agreement, East Helena School District acknowledge and agrees to the terms and conditions of the State of Montana KnowBe4 contract and grant articles of agreement.

Signatory authority



AGREEMENT ARTICLES
State and Local Cybersecurity Grant Program

SUB-RECIPIENT: East Helena School District
PROGRAM: State and Local Cybersecurity Grant
STATE GRANT NUMBER: FY22SLCGP-ITSD-KB4

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Article 1 Summary Description of Award

The purpose of the Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. This SLCGP award provides funding in the amount of: \$2,427,866 for the state of Montana. Of this amount, up to \$121,393 can be retained by the State Administrative Agency (SAA) for management and administrative expenses. The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Article 2 SLCGP Performance Goal

In addition to the Performance Progress Report (PPR) recipients must demonstrate how the grant-funded projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustains existing capabilities per the CISA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in Performance Narrative.

Article 3 DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-

terms-and-conditions.

Article 4 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 5 General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions.

Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 6 Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 7 Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

- Article 8 Age Discrimination Act of 1975**
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- Article 9 Americans with Disabilities Act of 1990**
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- Article 10 Best Practices for Collection and Use of Personally Identifiable Information**
Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- Article 11 Civil Rights Act of 1964 – Title VI**
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.
- Article 12 Civil Rights Act of 1968**
Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- Article 13 Copyright**
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
- Article 14 Debarment and Suspension**
Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- Article 15 Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

- Article 16 Duplication of Benefits**
Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.
- Article 17 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
- Article 18 Energy Policy and Conservation Act**
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- Article 19 False Claims Act and Program Fraud Civil Remedies**
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- Article 20 Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- Article 21 Federal Leadership on Reducing Text Messaging while Driving**
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.
- Article 22 Fly America Act of 1974**
Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- Article 23 Hotel and Motel Fire Safety Act of 1990**
Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
- Article 24 John S. McCain National Defense Authorization Act of Fiscal Year 2019**
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors

and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 25 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 26 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 27 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 28 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 29 Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 30 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 31 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 32 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 33 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 34 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 35 Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 36 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers, when necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be

in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described as "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 37 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 38 Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

Article 39 Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

Article 40 Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Article 41 USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article 42 Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS components (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 43 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 44 Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to

noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, the applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 45 Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 46 Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 47 Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 48 Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 49 Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 50 MT DES Specific Acknowledgements and Assurances

Sub-recipients must acknowledge and agree to comply with applicable provisions governing MT DES access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipients must cooperate with any compliance reviews or compliance investigations conducted by MT DES.
2. Sub-recipients must give MT DES access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by MT DES regulations and other applicable

- laws or program guidance.
3. Sub-recipients must submit timely, complete, and accurate reports to the appropriate MT DES officials and maintain appropriate backup documentation to support the reports.
 4. Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 5. The State of Montana shall not be liable for any reimbursement/services amount greater than the amount available to each sub-recipient.
 6. Failure of the sub-recipient to accomplish SLCGP objectives may result in the reduction or withholding of funds, or other action, as determined by MT DES.

The State of Montana has the right to seek judicial enforcement of these obligations.

Article 51 Accruals

As established within Montana Operations Manual Policy, accrual documentation is required of all sub-recipients by the Montana Department of Administration, State Financial Services Division, and must be submitted to MT DES no later than the second week of June, or as instructed by MT DES. Applicable to sub-recipients receiving direct funding.

Article 52 Catalog of Federal Domestic Assistance (Assistance Listing Number)

The Catalog of Federal Domestic Assistance (CFDA) number associated with this grant is 97.137.

Article 53 Nationwide Cybersecurity Review

Subrecipients of FY 2022 grant awards will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 3-6 hours to complete. The 2024 NCSR will be open from October – February 2024. MT DES will provide subrecipients with additional information upon opening of the review.

Article 54 Cyber Hygiene Services

Subrecipients of FY 2022 SLCGP are required to register and maintain CISA's no cost Cyber Hygiene (CyHy) Services for vulnerability services and web application services as outline in the Notice of Funding Opportunity..

MASTER AGREEMENT

This Subscription and License Agreement ("**Agreement**") is effective as of July 23, 2018 ("**Effective Date**") by and between KnowBe4, Inc., a Delaware Corporation whose principal place of business is 33 N. Garden Ave Ste. 1200 Clearwater, Florida 33755, and its affiliates ("**KnowBe4**"), and State of Montana, State Information Technology Services Division ("**Customer**"), with a principal place of business at 125 N. Roberts, Mitchell Building, Helena, MT 59601. Customer and KnowBe4 may be referred to in this Agreement individually as a "**party**" or jointly as the "**parties**." This Agreement governs all Products and Services, as defined below, provided by KnowBe4 to Customer.

1. **Definitions.** For purposes of this Agreement:

"AD" means Active Directory. AD is a directory service (similar to a database) that a network administrator uses to control network security. A server running AD is called a domain controller. AD authenticates and authorizes all users, computers and software in a Windows network—assigning and enforcing security policies for all computers and installing or updating software.

"Affiliate" means an entity that directly, or indirectly through one or more entities, controls, is controlled by, or is under common control with, the specified entity. Additionally, for Customer, Affiliates include public procurement units defined in 18-4-401, MCA, as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit.

"Confidential Information" means, subject to Customer's open records laws, all information or material which (i) gives a party some competitive business advantage, gives a party the opportunity of obtaining some competitive business advantage, or the disclosure of which could be detrimental to the interests of a party; and (ii) which is either (a) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (b) known by the parties to be considered confidential and proprietary or (c) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary. Subject to Customer's open records laws, the Documentation and Products are deemed the Confidential Information of KnowBe4.

"Documentation" means KnowBe4's then current generally available documentation, specifications, user manuals, etc. for the Products and Services, located at <https://knowbe4.zendesk.com/hc/en-us>.

"Lightweight Directory Access Protocol" or "LDAP". In the instance that the Customer uses its own software to communicate with Active Directory, Customer will need to use LDAP. KnowBe4 communicates with the Customer's AD using LDAP to synchronize changes in new users with the database of users. The Customer will need to install and configure the AD Sync component.

"LMS" means a Learning Management System. LMS is software for the administration, documentation, tracking, reporting and delivery of e-learning education courses or training programs. Organizations can have their own LMS in-house or use a cloud-based LMS that KnowBe4 provides.

"Phish Alert Button" or "PAB." The PAB is an add-in button which the Customer's Users can add/download to their email toolbar. This element of the software is included as a part of the Products. The button is intended to provide a safe way to forward email threats to a security team for analysis and deletes the emails from a user's inbox to prevent exposure. The Customer can choose to have the emails directed to their own or Affiliate's security teams, or to both their security team and KnowBe4 for analysis.

"Product Support" means any maintenance and support of any Products provided by KnowBe4.

"Products" means any Software, Services, and/or Web Services that KnowBe4 offers to Customer, including any Documentation.

"Quote" means a purchasing document or other similar document, such as a statement of work, from KnowBe4 to Customer delivered in connection with a purchase under this Agreement. The Quote is attached in Exhibit A of this Agreement.

"Seats" refers to the amount of Users granted access to the Products at any given time. Seats in the context of this Agreement will only apply to "**Active Users**". If a User de-activates their account, it opens a Seat up for another User. KnowBe4 retains information within the Cloud-based Software for de-activated User accounts so to preserve the account if re-activated by the User.

"Services" means any professional services, including implementation and installation services agreed upon by the parties and set forth in a Quote or any Product Support purchased pursuant to an Order.

"Software" means the object code version of any software that may be licensed by KnowBe4 to Customer under a Quote for installation on Customer's systems. To the extent KnowBe4 delivers any updates, releases, bug fixes

or enhancements to Customer as part of Product Support, such updates, releases, bug fixes and enhancements will be deemed included in the definition of "Software."

"Users" means any of Customer's employees, customers or other third Parties the Customer knowingly gives access to the Products.

"Web Service" means an application and/or database product hosted by KnowBe4 or its agents and made available for remote access and use by Customer under a Quote.

"Privacy Policy". KnowBe4's Privacy Policy can be found at <https://www.knowbe4.com/privacy-policy/>. KnowBe4 shall notify Customer in writing if the Privacy Policy is materially changed.

2. Trial Period.

2.1 Trial Period. If Customer acquires any Products on a trial period, then Customer will have a period of thirty (30) days from the Effective Date to evaluate the Product (the "Trial Period"). During the Trial Period, all terms and conditions of this Agreement will apply, except that (i) no fees will be due from Customer; (ii) the Services will be provided without warranties or indemnities of any kind, entirely on an "as-is" basis (e.g., the provisions of Sections 7 (Product Support), 10.1 (Product Warranties), 10.5 (Service Warranties), and 11.1 (KnowBe4 Indemnity Obligations) will not apply), and (iii) additional trial terms and conditions may appear on the trial registration web page or on the applicable Quote. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. At any time prior to the end of the Trial Period, Customer may terminate this Agreement on written notice to KnowBe4.

2.2 Trial Disclaimer. CUSTOMER DATA ON KNOWBE4 SYSTEMS OR IN KNOWBE4'S POSSESSION OR CONTROL, REPORTS, AND ANY CUSTOMIZATIONS MADE TO THE PRODUCTS BY OR FOR CUSTOMER'S BENEFIT, DURING THE TRIAL PERIOD MAY BE PERMANENTLY LOST OR DELETED AT THE END OF THE FREE TRIAL PERIOD IF CUSTOMER CANCELS THE PRODUCTS DURING THE TRIAL PERIOD.

3. Products.

3.1 Software License. This Section applies only in the event Customer licenses Software from KnowBe4 pursuant to a Quote. Subject to Customer's payment of all relevant fees, KnowBe4 hereby grants to Customer (including its Affiliates) and Customer's authorized Users, solely for internal purposes, and not for resale or publication, a limited, non-exclusive, non-sublicensable, non-transferable (except pursuant to Section 14.6 (Assignment)), fully-paid, royalty-free license to install,

use, execute, display, and access the Software. The initial term of the foregoing license will be as set forth in the applicable Quote. Apart from the foregoing limited licenses, Customer is not being granted any right, title, or interest in or to the software Products. All such rights are expressly reserved by KnowBe4.

3.2 Web Services Access. This Section applies only in the event Customer orders Web Services from KnowBe4 pursuant to a Quote. Subject to Customer's payment of all relevant fees, KnowBe4 hereby grants to Customer a non-exclusive, non-transferable (except pursuant to Section 14.6 (Assignment)), right to access and use for its internal business purposes the Web Services. The initial term of the foregoing access right will be as set forth in the applicable Quote. Customer shall be solely responsible for connection of Customer's systems to a telecommunications service that provides Internet access for purposes of Customer's access and use of the Web Services. KnowBe4 will use commercially reasonable efforts to make the Web Services available in accordance with the terms set forth in Exhibit B.

3.3 Beta Product. KnowBe4 may offer Beta Services at no charge. Use of the Beta Services are at the election of Customer and are for evaluation purposes only. Beta Services are not considered "Services" and do not come with Product Support. Beta Services may be subject to additional terms. KnowBe4 reserves the right to discontinue the Beta Services at any time. Beta Services will automatically terminate at such time as KnowBe4 makes such Beta Services generally available. Beta Services may be unpredictable and lead to erroneous results. Customer acknowledges and agrees that: (i) Beta Services are experimental and have not been fully tested; (ii) Beta Services may not meet Customer's requirements; (iii) the use or operation of any Beta Service may not be uninterrupted or error free; (iv) Customer's use of any Beta Service is for purposes of evaluating and testing the Beta Service and providing feedback to KnowBe4; (v) Customer shall inform its employees, staff members, and other users regarding the nature of Beta Service; and (vi) Customer will, subject to Customer's open records laws, hold all information relating to Beta Services and Customer's use of Beta Services, including any performance measurements and other data relating to Beta Services, in strict confidence and shall not disclose such information to any unauthorized third parties. Customer shall promptly report any errors, defects, or other deficiencies in any Beta Service to KnowBe4. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ALL BETA SERVICES ARE PROVIDED "AS-IS" AND "AS-AVAILABLE," WITHOUT WARRANTIES OF ANY

KIND. Customer hereby waives any and all claims, now known or later discovered, that Customer may have against KnowBe4 and its suppliers and licensors arising out of Customer's use of the Beta Services.

3.4. EZXploit Scans. This Section applies only in the event Customer orders EZXploit pursuant to a Purchase Order. Customer authorizes and grants access to KnowBe4 to perform the EZXploit scans on Customer's computer systems. Customer is solely responsible for ensuring compliance with any applicable laws and regulations relating to the EZXploit functionality. Scans may be performed by KnowBe4 to gather data from any workstation in Customer's organization where a User clicks through a social engineering test. Scans may cause malfunctions or crashes of that computer system. As a result, Customer acknowledges that these scans pose certain risks to Customer's computer system. Customer HEREBY WAIVES ANY COSTS, DAMAGES, OR EXPENSES ASSOCIATED WITH THESE RISKS AND HOLD KNOWBE4 HARMLESS WITH RESPECT TO SUCH COSTS, DAMAGES, OR EXPENSES.

4. Product Usage & Rights.

4.1 Acceptance. All sales are final, non-refundable, and non-returnable except with respect to Products that do not meet applicable specifications in the relevant Documentation or that are not identified in the Quote. Inspection and acceptance of the Products shall be Customer's responsibility. Customer is deemed to have accepted the Products once a Quote is signed or Customer Purchase Order is sent over to KnowBe4 for processing (whichever is earlier). Other than for non-delivery of the Products, Customer irrevocably waives any right to revoke acceptance.

4.2 Customer Users. The Products are provided on a per-seat basis. The concurrent amount of Users cannot exceed the purchased number of Seats by more than 10%. If Customer's Users exceed the purchased number of Seats by more than 10%, the Customer is obligated to pay for any Seats that surpass the purchased amount. To identify the number of Seats in use, KnowBe4 shall not collect Confidential Information outside of the Customer Data already input into the KnowBe4 platform. If a User's account is terminated or removed, that User's Seat license is no longer considered in use and may be allocated to another User upon approval by KnowBe4. Notwithstanding the foregoing, KnowBe4's approval is not required in the instance a User's account is terminated or removed due to Customer's termination of that User's employment, or otherwise for termination of contract with that User. In the event that the Customer adds on

more Seats during a term, the new Seats will be priced at the same volume level/discount that the initial Seats purchased during the that term were purchased for and will be valid the same term as then current Seats. Upon renewal of the applicable Quote term, new rates may apply. Any price increase shall be subject to a cap of 3% over prices in then-current Agreement prices.

4.3 Web Services Term. Unless otherwise provided in the applicable Quote, (i) Web Services are acquired on a subscription basis, (ii) additional subscriptions may be added at any time during a co-pending subscription term, with the term for such additional subscriptions to be prorated for the portion of then-current subscription term remaining at the time the mid-term subscriptions are added, and (iii) any such additional subscriptions will be co-pending and each shall terminate on the same date as the original subscription term.

4.4 Product Term. The applicable term for each Product is set forth in the applicable Quote.

4.5 Intellectual Property. This is not a work made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code). KnowBe4 and its licensors own all right, title, and interest, including intellectual property rights, in the Products and all enhancements, modifications, and updates thereto. Except for express licenses granted in this Agreement, KnowBe4 is not granting or assigning to Customer any right, title, or interest, express or implied, in or to KnowBe4's intellectual property. KnowBe4 reserves all rights in such property.

4.6 Feedback. Customer may provide KnowBe4 with suggestions, comments or other feedback (collectively, "Feedback") with respect to the Products. Feedback is voluntary. KnowBe4 is not obligated to hold it in confidence. KnowBe4 cannot use Customer's name in publicity, advertising, or similar activity without the prior written consent of Customer except that Customer agrees KnowBe4 may use Customer's name in customer listings. To the extent a license is required under any Customer intellectual property rights to make use of the Feedback, Customer grants KnowBe4 an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with KnowBe4's business, including the enhancement of the Products.

5. Data.

5.1 Customer Data. Customer grants KnowBe4 and its Affiliates a non-exclusive, world-wide, royalty-free license to use the data and other information input by Customer into the Products ("Customer Data"): (i) to perform KnowBe4's obligations under this Agreement; (ii) in

compliance with the Privacy Policy and (iii) as may be required by law. Customer will be responsible for obtaining all rights, permissions, and authorizations to provide the Customer Data to KnowBe4 for use as contemplated under this Agreement. Except for the limited license granted in this Section, nothing contained in this Agreement will be construed as granting KnowBe4 any right, title, or interest in the Customer Data. Customer Data shall be deemed Customer Confidential Information.

5.2 Aggregated Data. KnowBe4 may also use Customer Data in an aggregate, de-identified and generic manner for marketing, survey and benchmarking purposes, in the review and development of current and future Products, Product usage and other similar purposes (“**Aggregated Data**”). Aggregated Data: (i) is used only for internal administrative purposes and general usage statistics; (ii) does not identify Customer or any individual; and (iii) to the extent such Aggregated Data is disclosed, it is only disclosed in a generic or aggregated manner for the purposes of sharing Product usage, statistical or benchmarking purposes. Aggregated Data will not be considered Customer Confidential Information.

5.3 Data Security. Customer Data is maintained using industry standard administrative, physical, and technical safeguards that are designed to provide for the protection of the security, confidentiality and integrity of Customer Data. KnowBe4’s security safeguards include, means for preventing access, use, modification or disclosure of Customer Data by unauthorized individuals. Notwithstanding, Customer Data access may be provided (i) to KnowBe4 and other personnel to the extent necessary provide Product and Product Support; (ii) as compelled by law in accordance with Section 9.1(v); (iii) as set forth in the Privacy Policy; or (iv) as expressly permitted by Customer.

5.4 Privacy. The collection, use, and disclosure of Customer Data in connection with Customer’s use of the Products is subject to the Privacy Policy. Customer hereby acknowledges and agrees that all Users will review and consent to the Privacy Policy before accessing or using the Products. By using the Products, Customer, and each User acknowledges that the Customer Data will be processed in accordance with the Privacy Policy and this Agreement. Unless otherwise selected by Customer’s admin, Customer’s data will be processed solely within the United States. By using the Products or submitting Customer Data via the Products, Customer and each User expressly consents to such processes. To the extent Customer or a User provides personal information about a named person or entity that is not a User, Customer or the applicable

User represents that it has that person’s or entity’s consent to do so.

6. Customer Obligations.

6.1 Connectivity. Customer is solely responsible for all telecommunication or Internet connections and associated fees required to access and use the Products, as well as all hardware and software on the Customer site. KnowBe4 is not responsible for (i) Customer’s access to the Internet, (ii) interception or interruptions of communications through the Internet, or (iii) changes or losses of data through the Internet.

6.2 User Credentials. Customer shall keep the User credentials (e.g. usernames and passwords) confidential and not knowingly disclose any such credentials to any third party. In addition, Customer shall notify KnowBe4 immediately upon discovery of the disclosure of any such credentials, and upon any termination of the engagement of any employees or agents of Customer with knowledge of any such credentials, so that such credentials can be changed.

6.3 Restrictions. Customer may not: (i) reverse engineer, disassemble, decompile or otherwise attempt to reveal the trade secrets or know how underlying the Products, except to the extent expressly permitted under applicable law; (ii) use KnowBe4’s intellectual property and Confidential Information to develop a product that is similar to the Products; (iii) use any KnowBe4 Confidential Information to contest the validity of any KnowBe4 intellectual property; (iv) remove or destroy any copyright notices, other proprietary markings or confidentiality legends placed on or made available through the Products; or (v) knowingly use the Products in any manner or for any purpose inconsistent with the terms of this Agreement or the Documentation. Software shall only be used for the licensed number of nodes, networks, or hosts for which Customer has paid the applicable fees.

6.4 Customer Content. When accessing and using the Products, Customer and its employees and agents shall not include content, including, but not limited to text, audio, images, animations, or video, that is obscene, offensive, inappropriate or that violates any applicable law or regulation, contract, or privacy or other third party right, or that otherwise exposes KnowBe4 or its resellers to civil or criminal liability. Customer acknowledges that the Products are designed to assist Customer in training Users and can include developing customized fake cyber security attack campaigns for purposes of employee training, but that Customer, and not KnowBe4 or any KnowBe4 resellers, shall be responsible for Customer’s compliance with all laws and governmental regulations, and any

results in connection with the Customer's use of the Products (including any reports or information produced in connection therewith).

6.5 Export/Import Control Compliance. The sale, resale or other disposition of Products and any related technology or documentation may be subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. Customer is solely responsible for complying with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export or import any Products to any country to which such export or transmission is restricted or prohibited. Customer understands and acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

7. Product Support.

7.1 In General. Products are made available with standard Product Support for no additional charge. Customer may purchase Priority Support for an additional fee as forth in the applicable Quote. Product Support is made available in accordance with the terms and conditions set forth in Exhibit B.

7.2 Software Function Removal/Change. If Licensor deletes functions from Products or degrades Products performance and transfers or offers those deleted or degraded functions in other or new products (whether directly or indirectly or through an agreement with a third party), the portion of those other or new products that contain the functions in question, or the entire product, if the functions cannot be separated out, shall be provided to the State under the terms of this Agreement, at no additional charge, and shall be covered under Product Support then in effect for such Software. Licensor agrees that any such changes will not result in a disruption of services and that the Software will remain Operative. Licensor may only replace with new products with the same or better functionality at no additional cost to the State.

7.3 Exclusions. Notwithstanding the foregoing, KnowBe4 will have no obligation to support: (i) services, hardware, or software provided by anyone other than KnowBe4, or (ii) Product issues caused by Customer's negligence, abuse or misapplication, or (iii) Customer's use of Products other than as specified in the Documentation.

8. Payment Terms.

8.1 Prices. Prices will be specified by KnowBe4 and will be applicable for the period specified in the KnowBe4 Quote (as applicable). If no period is specified, prices will

be applicable for thirty (30) days. Prices are exclusive of taxes, including sales, use, excise, value added and similar taxes or charges imposed by any government authority; domestic and international shipping charges. Customer is responsible for payment of the foregoing (with the exception of any KnowBe4 income or employee taxes) and such charges will be paid by Customer to KnowBe4 in addition to the price of the Products. Except as otherwise specified herein or in a Quote, (i) fees are based on the Product acquired and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) Term and quantities purchased cannot be decreased during the applicable Product term. Customer will be responsible for any payments owed but not paid by any of Customer's Affiliates ordering Services hereunder.

8.2 Tax Exemption. State of Montana is exempt from Federal Taxes under Section 180c of IRS Code (ID #81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

8.3 Due Date; Late Payments. Amounts due for Products shall be invoiced by KnowBe4 in full at the start of the subscription term or as otherwise expressly provided in the Quote. Customer agrees to pay the net amount of each invoice without offset or deduction within thirty (30) days after the date of KnowBe4's final invoice (unless otherwise noted on the invoice). If any amount is not paid upon the due date, KnowBe4 shall be entitled to receive the amount due plus interest thereon at the rate of 1.5% per month (or such lower rate as shall be the highest permissible contract rate under applicable law) on all amounts that are not paid on or before the date due.

8.4 Disputed Payments. KnowBe4 will not exercise its right of suspension in the event Customer provides KnowBe4 notice that Customer disputes such charges, in good faith, and provides KnowBe4 with written notice of such dispute prior to the due date, pays all undisputed charges on time, and cooperates diligently to resolve the dispute.

8.5 Reseller Purchases. In the event Customer acquires Products via a reseller, then all payment-related terms will be set forth in the applicable reseller agreement between such reseller and Customer.

9. Confidentiality.

9.1 Confidential Information. During the course of this Agreement, each party may disclose to the other certain Confidential Information to the other party. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is or becomes

publicly available through no breach by the Receiving Party of this Agreement; (ii) was previously known to the Receiving Party prior to the date of disclosure, as evidenced by contemporaneous written records; (iii) was acquired from a third party without any breach of any obligation of confidentiality; (iv) was independently developed by a party hereto without reference to Confidential Information of the other party; or (v) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the party receiving such subpoena or order shall promptly inform the other party in writing and provide a copy thereof (unless notice is precluded by the applicable process), and shall only disclose that Confidential Information necessary to comply with such subpoena or order.

9.2 Protection of Confidential Information. Except as expressly provided in this Agreement, the Receiving Party will not use or disclose any Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent, except disclosure to and subsequent uses by the Receiving Party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the Receiving Party's obligations under this Section. Subject to the foregoing nondisclosure and non-use obligations, the Receiving Party agrees to use at least the same care and precaution in protecting such Confidential Information as the Receiving Party uses to protect the Receiving Party's own Confidential Information and trade secrets, and in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the Disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the Disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

9.3 Return and Destruction of Materials. All documents and other tangible objects containing or representing Confidential Information that have been disclosed by either Party to the other Party, and all summaries, copies, descriptions, excerpts or extracts thereof that are in the possession of the other Party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party, and the Receiving Party shall use reasonable efforts to promptly delete or destroy all summaries, copies, descriptions,

excerpts or extracts thereof in their possession upon the Disclosing Party's written request. The Receiving Party shall have no obligation to delete or destroy copies that: (a) are contained in an archived computer system backup that was made in accordance with such Party's security, e-mail retention, and/or disaster recovery procedures; or (b) are kept by its legal department for record-keeping, archival, or governance purposes in compliance with such party's document retention policies. Any such retained Confidential Information shall remain subject to the terms and conditions of this Agreement for so long as it is retained. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party will continue to be bound by its confidentiality and other obligations hereunder in accordance with the terms of this Agreement. At the Disclosing Party's option, the Receiving Party will provide written certification of its compliance with this Section.

10. Warranties and Disclaimers.

10.1 Product Warranties. Unless expressly provided otherwise in a Product warranty in terms and conditions accompanying a Product, all Products shall materially conform with the requirements of this Agreement and, solely to the extent not inconsistent, the then-current Documentation. Customer must notify KnowBe4 of any breach of this warranty within thirty (30) days of discovery. Customer's sole and exclusive remedy, and KnowBe4's sole and exclusive liability, for a breach of the foregoing warranty will be for KnowBe4 to provide Product Support to repair or replace the relevant Product or terminate the relevant Quote and issue a refund for any pre-paid, unearned fees for the affected portion of the Product. KnowBe4 shall not be responsible for any breach of the foregoing warranty resulting from Customer's abuse or misuse of the Product or failure to use the Product as described in this Agreement, including failure to use the Product in accordance with its operational requirements.

10.2 Harmful Code. KnowBe4 represents and warrants that the Products and any media used to distribute it contain no computer instructions, circuitry or other technological means ("Harmful Code") whose purpose is to disrupt, damage, or interfere with the Customer's use of its computer and telecommunications facilities for their commercial, test or research purposes. "Harmful Code" shall include, without limitation, any automatic restraint, virus, worm, Trojan horse, time-bomb, trap-door or other harmful code or instrumentality that will cause the Products or any other the Customer software, hardware or system to cease to operate or to fail to conform to its specifications. The term Harmful Code shall include disabling code included in the Products which

monitors compliance with license terms, including without limitations, Users' limitation. KnowBe4 shall defend, indemnify, and hold the Customer harmless from all claims, losses, damages and expenses, including attorney fees and costs incurred enforcing this indemnity obligation or defending a third party claim, arising from the presence of "Harmful Code" in or with the Products or contained on media delivered by KnowBe4. KnowBe4 further represents and warrants that it will not introduce any Harmful Code, into any computer or electronic data storage system used by the Customer.

10.3 Disturbance. KnowBe4 warrants that during the Term of this Agreement, the Customer may use Licensed Software without disturbance, subject only to the Customer's obligations to make the payments required by this Agreement and KnowBe4's suspension rights. KnowBe4 represents that this Agreement, the Licensed Software, and the Intellectual Property Rights in the Licensed Software are not subject or subordinate to any right of KnowBe4's creditors, or if such subordination exists, the agreement or instrument creating it provides for the quiet enjoyment and uninterrupted use of the Software by the Customer.

10.4 Disabling Events. Except other terms of this Agreement, during and in conjunction with maintenance, or any other authorized servicing or support, in no event shall KnowBe4, its representatives or subcontractors, or anyone acting on its behalf, disable (or permit or cause any embedded mechanism to disable) the Software owned by, licensed to, or utilized by the Customer without the prior written permission of an officer of the Customer.

10.5 Service Warranties. KnowBe4 warrants that KnowBe4 shall provide the Services in a professional, workmanlike manner consistent with this Agreement. Customer must notify KnowBe4 of any breach of this warranty within thirty (30) days of delivery. Customer's sole and exclusive remedy, and KnowBe4's sole and exclusive liability, for a breach of the foregoing warranty will be for KnowBe4, in its sole discretion, to use reasonable efforts to re-perform the Services or terminate the relevant Quote and issue a refund for the portion of price paid for the non-conforming Services.

10.6 Compliance Warranties. Each party warrants that it will comply with all laws and regulations applicable to its provision or use of the Products, as applicable (including applicable security breach notification law).

10.7 Disclaimers. EXCEPT FOR THE LIMITED WARRANTIES IN SECTION 10 OR ANY EXPRESS WARRANTIES PROVIDED IN TERMS AND CONDITIONS ACCOMPANYING A PRODUCT: (i) THE PRODUCTS ARE

PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND; AND (ii) KNOWBE4 EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. KNOWBE4 DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR, SUBJECT TO THE TERMS OF THIS AGREEMENT, THAT DEFECTS IN THE PRODUCTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, MARKETING OR PROMOTIONAL MATERIALS, OR ADVICE GIVEN BY KNOWBE4 OR KNOWBE4'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE EXPRESS WARRANTIES PROVIDED HEREIN.

10.8 THE PRODUCTS MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT KNOWBE4 AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (i) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (ii) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER DATA, WEB-SITES, COMPUTERS, OR NETWORKS. KNOWBE4 WILL NOT BE RESPONSIBLE FOR THOSE ACTIVITIES UNLESS DUE TO ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FURTHER, EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

11. Indemnification.

11.1 KnowBe4 Indemnity Obligations. KnowBe4 will defend and indemnify Customer from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses finally awarded against Customer, as approved via a court-approved settlement or judgement, or arising from a claim by a third party that Customer's authorized use of a Product infringes that third party's United States patent, copyright, or trade secret rights. The foregoing indemnification obligation of KnowBe4 is contingent upon Customer promptly notifying KnowBe4 in writing of such claim (provided the failure or delay in doing so shall not relieve KnowBe4 from any obligations to indemnify Customer except to the extent that such delay or failure materially prejudices the defense of such claim), permitting KnowBe4 sole authority to control the defense or settlement of such claim and providing KnowBe4 reasonable assistance (at KnowBe4's sole expense) in

connection therewith. If a claim of infringement under this Section occurs, or if KnowBe4 determines a claim is likely to occur, KnowBe4 will have the right, in its sole discretion, to either (i) procure for Customer the right or license to continue to use the Products free of the infringement claim, or (ii) modify the Products to make them non-infringing, without loss of material functionality as identified by Customer. If neither of these remedies is reasonably available to KnowBe4 within a reasonable amount of time, KnowBe4 may, in its sole discretion, immediately terminate this Agreement and related Quote and, upon return of the infringing Products from Customer, refund the fees paid for such Products, prorated over the subscription term. Notwithstanding the foregoing, KnowBe4 will have no obligation with respect to any claim of infringement that is based upon or arises out of (i) the use or combination of the Products with any hardware, software, products, data, or other materials not provided by KnowBe4, (ii) modification or alteration of the Products by anyone other than KnowBe4, (iii) use of the Products in excess of the rights granted in this Agreement, or (iv) any specifications or other intellectual property provided by Customer (collectively, the “**Excluded Claims**”). The provisions of this Section state the sole and exclusive obligations and liability of KnowBe4 and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Products or this Agreement, and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed.

11.2 Customer Indemnity Obligations. Customer will defend and indemnify KnowBe4 and hold it harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses -incurred by KnowBe4 as a result of any claim by a third party arising from (i) Customer’s use of the Products in breach of this Agreement, (ii) KnowBe4’s authorized use of the Customer Data, or (iii) the Excluded Claims. The foregoing indemnification obligation of Customer is contingent upon KnowBe4 promptly notifying Customer in writing of such claim (provided the failure or delay in doing so shall not relieve Customer from any obligations to indemnify KnowBe4 except to the extent that such delay or failure materially prejudices the defense of such claim), permitting Customer sole authority to control the defense or settlement of such claim, provided that Customer may not settle any such claim unless it unconditionally releases KnowBe4 of all liability, and providing Customer reasonable assistance (at Customer’s sole expense) in connection therewith.

12. Limitations of Liability.

12.1 NEITHER KNOWBE4 NOR ITS VENDORS AND LICENSORS SHALL HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER. EXCEPT FOR BREACH OF SECTION 9 (CONFIDENTIALITY), THE TOTAL LIABILITY OF KNOWBE4 AND ITS VENDORS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE HEREUNDER BY CUSTOMER FOR THE PRODUCT OR SERVICE AS TO WHICH THE LIABILITY RELATES, IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY. The allocations of liability in this Section represent the agreed, bargained-for understanding of the parties and KnowBe4’s compensation hereunder reflects such allocations. The limitation of liability and types of damages stated in this Agreement are intended by the parties to apply regardless of the form of lawsuit or claim a party may bring, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose.

12.2 No action arising out of this Agreement may be brought by either party more than eight (8) years after such cause of action accrues.

13. Term and Termination.

13.1 Term. This Agreement shall be effective as of the Effective Date, and shall remain in full force and effect until all Quote terms have expired or otherwise have been terminated (“**Term**”).

13.2 Suspension. In the event KnowBe4, in good faith believes or otherwise becomes aware of a User’s violation of this Agreement, then KnowBe4 may specifically request that Customer suspend such User’s access to and use of the Products. In the event Customer fails to suspend such non-compliant User, Customer hereby authorizes KnowBe4 to suspend such User. The duration of such suspension is at the sole determination of KnowBe4 and shall continue until such time as KnowBe4 determines that the applicable User has cured the breach resulting in such suspension. KnowBe4 may also suspend access and use of the Products with respect to any individual User or the Customer account to: (i) to prevent damages to, or degradation of, the Products or KnowBe4’s systems; (ii) to comply with any law, regulation, court order, or other governmental request; (iii) to otherwise protect KnowBe4

from potential legal liability. Any such suspension shall include prompt written notification of cause and will be to the minimum extent and of the minimum duration required to prevent or terminate the cause of the suspension.

13.3 Termination.

13.3.1 If Customer fails to pay any invoice when due and does not make such payment within ten (10) days after receipt of notice from KnowBe4 of such failure, KnowBe4 may, in its sole discretion, either: (i) suspend delivery or performance of any Quote, or any remaining balance thereof, until such payment is made; or (ii) terminate any Quote, or any remaining balance thereof. In either event, Customer shall remain liable to pay for any Products already received, and any Services already performed.

13.3.2 Either party may terminate the Agreement or a Quote upon a material breach of the Agreement or Quote by the other, if the breaching party does not cure the breach within thirty (30) days after receipt of written notice from the other party specifying the breach.

13.3.3 Intentionally Omitted

13.3.4 Customer must by law terminate this Agreement if funds are not appropriated or otherwise made available to support Customer's continuation of performance of this Agreement in a subsequent fiscal period. (Section 18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, Customer shall terminate this Agreement as required by law. Customer shall provide KnowBe4 the date Customer's termination shall take effect. Customer shall not be liable to Licensor for any payment that would have been payable had the Agreement not been terminated under this provision. As stated above, Customer shall be liable to KnowBe4 only for the payment, or prorated portion of that payment, owed to KnowBe4 up to the date Customer's termination takes effect. This is KnowBe4's sole remedy. Customer shall not be liable to KnowBe4 for any other payments or damages arising from termination under this Section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

13.3.5 The Department of Administration, under the provisions of Section 2-17-514, MCA, retains the right to cancel or modify any contract, project, or activity that is

not in compliance with the Department's Plan for Information Technology, the State Strategic Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of contract execution. In the event of such termination, the Customer will pay for products and services delivered to date and any applicable termination fee specified in the statement of work or work order or this Agreement. Any modifications to this Agreement must be mutually agreed to by the parties. Customer acknowledges this Agreement complies with the above-described plans, policies and standards.

13.3.6 Customer may terminate this Agreement for cause if KnowBe4 voluntarily or involuntarily suspends, terminates, winds up, or liquidates its business; becomes subject to any bankruptcy or insolvency proceeding under applicable law; or becomes insolvent or subject to direct control by a trustee, receiver, or similar authority.

13.4 Effects of Termination.

13.4.1 All Quotes existing at the time of termination of this Agreement shall remain in effect and shall be performed in accordance with and subject to the terms and conditions of this Agreement (all of which shall survive with respect to such Quotes), except for any Quotes terminated under Section 13.3.2 above.

13.4.2 In the event of any termination of the Agreement or Quote, Customer shall pay for all work in process and all Products ordered as of the effective date of termination of the particular Quote, as applicable. In addition, if a Quote specifies a term for which KnowBe4 shall provide Services to Customer (e.g., 36 months), and that Quote is terminated by KnowBe4 for cause (including nonpayment) or by Customer without cause, then all future, recurring Service fees associated with the remaining Term of such Quote shall become immediately due and payable, and shall be paid by Customer to KnowBe4 upon the effective date of such termination.

13.4.3 Upon any termination, Customer's right to use and access the Products shall immediately cease.

13.4.4 After the effective date of termination of this Agreement, KnowBe4 shall have no obligation to maintain or provide Customer Data to Customer. KnowBe4 may, in its sole discretion, delete or destroy any Customer Data in its possession, unless KnowBe4 has a legal retention obligation. Prior to the expiration or termination, Customer may request, in writing, that KnowBe4 provide Customer with a copy of the Customer Data in its possession and in the form and format as such Customer Data exists of the effective date of such termination.

13.4.5 The exercise of the right to terminate this Agreement and any Quote shall be in addition to any other right and remedy provided in this Agreement or existing at law or equity that is not otherwise excluded or limited under this Agreement.

14. Miscellaneous Provisions.

14.1 Intentionally Omitted

14.2 FOIA and Public Disclosure Requests. The purpose of the relationship between KnowBe4 and Customer is for Customer to purchase a subscription to KnowBe4's Security Awareness Training, which contains software, content, and information for internet security awareness training, IT risk management, regulatory compliance, simulation of security attacks and vulnerability assessments. The software, Web Services, content, and information disclosed is proprietary to KnowBe4 and is an important business asset of KnowBe4 (the "Proprietary Information"). The Proprietary Information consists of protected financial data, trade secrets and commercially valuable information that, if disclosed, would harm the competitive position of KnowBe4. In the event of a request for disclosure of KnowBe4's information, including any training materials, Customer will, subject to Montana's open records laws, affirmatively respond denying the request pursuant to the terms of this paragraph and will promptly, but no later than (five) 5 business days after receiving such request, forward the request on to KnowBe4. Subject to Montana's open records laws, Customer shall not release any such information except pursuant to written instructions by KnowBe4, or a final un-appealable court order, provided that any such disclosure shall be limited to the minimum necessary to be in compliance with the request, based upon the opinion of counsel. If Customer cannot agree to the foregoing, then Customer is not permitted access to the Proprietary Information.

14.3 Independent Contractor. KnowBe4, its personnel, agents, subcontractors and independent contractors are not employees or agents of Customer and are acting as independent contractors with respect to Customer. Neither party is, nor shall be considered to be, an agent, distributor, partner, joint venturer or representative of the other party for any purpose, and neither party shall have the authority to act on behalf of, or in the name of, or to bind the other party in any manner whatsoever.

14.4 Force Majeure. Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than the payment obligations or breach of confidentiality requirements) resulting from acts

or events beyond the reasonable control of such party, including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage or dispute, governmental act or failure of the Internet, power failure, energy interruption or shortages, other utility interruption, telecommunications interruption provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

14.5 Entire Agreement; Construction; Modifications. This Agreement, including any and all Quotes, constitutes the entire understanding between the parties related to this Agreement which understanding supersedes and merges all prior understandings and all other proposals, letters, agreements, oral or written. The parties further agree that there are no other inducements, warranties, representations or agreements regarding the matters herein between the parties except as expressly set in this Agreement. In the event of any conflict between the body of this Agreement and any Quote, the body of this Agreement shall control, unless signed in writing by the parties. In the event that the Customer, or its Users, are presented with KnowBe4 click-wrap, the contents of this Agreement shall supersede any conflicting terms. As used herein, the term "including" shall mean "including, without limitation"; the term "includes" as used herein shall mean "includes, without limitation"; and terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. This Agreement may not be modified, amended or altered in any manner except by a written agreement signed by both parties, and any attempt at oral modification shall be void and of no effect.

14.6 Assignment. Parties may not assign rights or delegate duties under this Agreement either in whole or in part without the prior written consent of the other party (18-4-141, MCA). Any attempted assignment or delegation without such consent will be void and the other party may immediately terminate this Agreement for cause. Except as provided above, this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and their successors and assigns.

14.7 No Waiver. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed to be a waiver of any further right hereunder.

14.8 Access to Records. KnowBe4 shall provide, upon prompt written notice, Customer, Legislative Auditor, or their authorized agents Licensor shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine Agreement

compliance. State may terminate this Agreement under Section 25,27 (Termination), without incurring liability, for Licensor's refusal to allow access as required by this Section. (18-1-118, MCA.)

14.9 Retention Period. Licensor shall create and retain all records supporting the Software and services rendered for a period of eight years after either the completion date of this Agreement or termination of the Agreement.

14.10 System Security. KnowBe4 shall ensure systems delivered under this Agreement are adequately secure. For purposes of this Agreement, adequate security is defined as adhering to an industry accepted standard. KnowBe4 shall make available a SOC2 Type II independent audit report. Annual assurance statements shall be delivered to the Contract Liaison upon written request.

14.11 Technology Access For Blind or Visually Impaired. KnowBe4 acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA). Customer acknowledges that it has reviewed KnowBe4's VPAT and agrees that it allows KnowBe4 to comply with this Section 14.11.

14.12 Hold Harmless. KnowBe4 agrees to protect, defend, and save Customer, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of KnowBe4's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of KnowBe4 and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of Customer, under this Agreement.

14.13 Cyberinsurance. KnowBe4 shall purchase and maintain cyber/information security insurance coverage with combined single limits for each wrongful act of \$2,000,000 per occurrence to cover the unauthorized acquisition of personal information such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with Section 2-6-1501, MCA through Section

2-6-1503, MCA. If KnowBe4 maintains higher limits than the minimums shown above, the Customer requires and shall be entitled to coverage for the higher limits maintained by KnowBe4. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Customer. Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third party liability settlements or judgments as may be caused by any act, omission, or negligence of KnowBe4's officers, agents, representatives, assigns or subcontractors. Note: If occurrence coverage is unavailable or cost-prohibitive, Customer will accept 'claims made' coverage provided the following conditions are met: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, KnowBe4 must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

14.14 CIO Oversight. The Chief Information Officer (CIO) for the State of Montana, or designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. The CIO may require the issuance of a right to assurance or may issue a stop work order.

14.15 Right to Assurance. If Customer, in good faith, has reason to believe that KnowBe4 does not intend to, is unable to, or has refused to perform or continue performing all material obligations under this Agreement, State may demand in writing that KnowBe4 give a written assurance of intent to perform. KnowBe4's failure to provide written assurance within the number of days specified in the demand (in no event less than five Business Days may, at Customer's option, be the basis for terminating this Agreement and pursuing the rights and remedies available under this Agreement or law.

14.16 Cooperative Purchasing. Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with State of Montana. The prices, terms, and conditions of this Agreement will be offered to these public procurement units. All purchasing, except political procurement units such as local and county governments, universities, other educational units, etc., will occur through Customer. Each

political procurement unit will be responsible for all activity occurring under this Agreement. However, Customer makes no guarantee of any public procurement unit participation in this Agreement.

14.17 Governing Law; Severability. This Agreement shall be governed solely by and construed in accordance with the laws of the State of Montana without regard to choice of law principles. The parties consent and submit to the jurisdiction and venue of the state and federal courts located in First Judicial District in and for the County of Lewis and Clark, State of Montana. for any dispute relating to the terms, interpretation or performance of this Agreement (other than claims for preliminary injunctive relief or other pre-judgment remedies). Notwithstanding the foregoing, KnowBe4 shall have the right to seek injunctive or pre-judgment relief in any court of competent jurisdiction to prevent or enjoin the misappropriation, misuse, infringement or unauthorized disclosure of KnowBe4's Confidential Information or intellectual property rights. No Federal Acquisition Regulations shall be construed to apply to KnowBe4 without KnowBe4's written agreement thereto. The United Nations Convention for the International Sale of Goods, the Uniform Computer Information Transactions Act as adopted in any jurisdiction, or other international laws shall not apply to this Agreement. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect. EACH PARTY SHALL PAY ITS OWN COSTS AND ATTORNEY FEES.

14.18 Purchase Order. KNOWBE4 SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED

THROUGH A CUSTOMER PROVIDED PURCHASE ORDER OR SIMILAR DOCUMENT. IF A PURCHASE ORDER IS REQUIRED BY CUSTOMER, THE PARTIES AGREE THAT ANY ADDITIONAL TERMS CONTAINED THEREIN SHALL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND SPECIFICALLY THAT THE TERMS OF THIS AGREEMENT SHALL SUPERSEDE AND REPLACE ANY AND ALL TERMS IN ANY PURCHASE ORDER.

14.19 Survivability. All provisions of this Agreement relating to confidentiality, non-disclosure, intellectual property, disclaimers, limitation of liability, indemnification, and payment, and any other provisions which must survive in order to give effect to their meaning, shall survive the termination of this Agreement.

14.20 Notices. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given: (i) if by facsimile, hand delivery or by delivery service, upon receipt thereof; or (ii) if mailed, three days after deposit in the U.S. mail, postage prepaid. All notices shall be addressed to the parties at the addresses specified below or at such other addresses as either party may in the future specify in writing to the other.

14.21 Headings; Counterparts. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement. This Agreement may be executed in two or more original or facsimile counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

KNOWBE4

DocuSigned by:
By: Lars Ltonoff
Name: Lars Ltonoff
Title: Chief Revenue Officer
Date: 7/30/2018

Address for notices:

33 N. Garden Ave Suite 1200
Clearwater, Florida 33755
E-mail: Legal@knowbe4.com
Phone: DIR (727) 265-3259 or Main (855) 566-9234
Attention: Legal

CUSTOMER

DocuSigned by:
By: T B
Name: T Bottenfield
Title: CIO
Date: 7/30/2018

Address for notices:

125 N. Roberts, Mitchell Building, Helena MT 59620
E-mail: tbottenfield@mt.gov
Phone: (406) 444-2777
Attention: _____

CUSTOMER

DocuSigned by:
By: John Lewis
Name: John Lewis
Title: John Lewis
Date: 7/30/2018

Address for notices:

.125 N. Roberts, Mitchell Building, Helena MT 59620

E-mail: JohnLewis@mt.gov
Phone: (406) 444-3033
Attention: _____

CUSTOMER

DocuSigned by:
By: Don Harris
Name: Don Harris
Title: Attorney
Date: 7/30/2018

Address for notices:

.125 N. Roberts, Mitchell Building, Helena MT 59620

E-mail: don.harris@mt.gov
Phone: (406) 444-2426
Attention: _____

EXHIBIT A – QUOTE



Pricing Proposal
 Quotation #: 15689943
 Created On: 7/24/2018
 Valid Until: 7/31/2018

MT DEPT OF ADMINISTRATION

Dale Stout

125 N Roberts
 Helena, MT 59620
 United States
 Phone: (406) 444-0182
 Fax:
 Email: dstout@mt.gov

Inside Account Manager

Jon Franklin

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-652-7441
 Fax:
 Email: Jon_Franklin@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 KnowBe4 Security Awareness Training Subscription Gold 5001-20000 Users 1 Year KnowBe4 - Part#: 1000KMSGN000H12 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651	17000	\$2.79	\$47,430.00
2 KnowBe4 Security Awareness Training Subscription Platinum Upgrade 1 Year 5001- 20000 Users KnowBe4 - Part#: 1000KMSP0U00H12 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651	17000	\$0.00	\$0.00
3 KnowBe4 Security Awareness Training Subscription Diamond Upgrade 1 Year 5001-20000 Users KnowBe4 - Part#: 1000KMSD0U00H12 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651	17000	\$0.60	\$10,200.00
4 KnowBe4 Home Internet Security Course Access KnowBe4 - Part#: 1550KMHCN000000 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651	17000	\$0.00	\$0.00

Subtotal	\$57,630.00
Shipping	\$0.00
*Tax	\$0.00
Total	\$57,630.00

*Tax is estimated. Invoice will include the full and final tax due.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

EXHIBIT B - KNOWBE4 SUPPORT, MAINTENANCE AND SERVICE LEVEL AGREEMENT**("Service Level Agreement")****1. Service Level Agreement Overview**

This Service Level Agreement ("SLA" or "Service Level Agreement") is between KnowBe4, Inc. ("KnowBe4") and the Customer for the provisioning of services required to support and sustain the Products under the Agreement to which this Service Level Agreement is attached).

Goals & Objectives.

The **purpose** of this Service Level Agreement is to ensure that the proper elements and commitments are in place to provide consistent maintenance and support to Customer by KnowBe4.

The **objectives** of this Service Level Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to Customer by KnowBe4.
- Match perceptions of expected service provision with actual service support & delivery.

Based on the foregoing and this Service Level Agreement, it is KnowBe4's obligation to support and maintain the Products so that it continues operating as warranted during the Term of any Quote or order for KnowBe4's Products. In addition, KnowBe4 shall provide updates, error corrections, and enhancements to the Products during the Term at no additional charge.

2. Stakeholders

The following Stakeholders are the parties to the Agreement and Service Level Agreement, KnowBe4 and Customer.

3. Term

This Service Level Agreement is valid for the Term as described in a Quote or order for the Products.

4. Service Agreement

The following detailed service parameters are the responsibility of KnowBe4 under this Service Level Agreement and are provided at no additional cost to Customer (unless expressly set forth below):

- **Service Scope.** The following services are covered by this Service Level Agreement;
 - Manned telephone support
 - o 9:00 A.M. to 5:00 P.M. Monday – Friday EST
 - o Calls received out of office hours will be forwarded to a mobile phone and reasonable efforts may be made to answer / action the call.
 - Monitored email support: Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday EST
 - o Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.
 - Remote assistance using the Products or screensharing where available.
 - Planned or Emergency Onsite assistance (extra costs apply).
 - KnowBe4's obligations to provide support include, without any additional charge, training and assistance in use and operation of the Products and fixing any errors or any failure of the Products to operate as warranted under the Agreement.
- **Customer Requirements.** Customer responsibilities and/or requirements in support of this Service Level Agreement include:
 - Payment for all subscription costs at the agreed interval.

- Reasonable availability of Customer representative(s) when resolving a service-related incident or request.
- KnowBe4 Requirements. KnowBe4 responsibilities and/or requirements in support of this Service Level Agreement include (without limitation):
 - Meeting response times associated with service-related incidents.
- Response Times: In support of services outlined in this Service Level Agreement, KnowBe4 will respond to service related incidents and/or requests submitted by Customer within the following time frames:
 - Within 36 hours (during business hours) for issues classified as High priority.
 - Within 72 hours for issues classified as Medium priority.
 - Within 5 working days for issues classified as Low priority.

	High Priority	Medium Priority	Low Priority
Incident	Service unavailable effecting all users	Service unavailable effecting more than 1 user, but <5 users	Service unavailable effecting only 1 user
Request	Feature not working as advertised, effecting all users	Feature not working the way Customer intended based upon mutually agreed functionality	New feature request that requires a response

5. Third Party Compliance.

- KnowBe4 agrees to diligently monitor Amazon's compliance as provided at <http://aws.amazon.com/compliance>

6. Tiers:

- Tier 1 Support will assist with:
 - Password resets
 - Feature requests
 - Phishing and Training Campaign creation
 - Explaining overall navigation of the training console, including best practices
 - Issues accessing the training console
 - Whitelisting to ensure successful delivery of email from our servers
 - Issues related to accessing/completion of training modules
- Tier 2 Support is available for:
 - Resolving phishing/training result discrepancies
 - SAML Single Sign-On support and troubleshooting
 - Phish Alert Button installation
 - Active Directory Integration support

- Whitelisting in multivendor environments
- Reseller and MSP support
- **Priority Level Support:** Tickets are routed to the top of the queue for Platinum and Diamond level customers to receive Tier 1 and Tier 2 support.

EXHIBIT C – ESCALATION CONTACTS

Nick Anderson – Customer Success Manager – 727-483-7461

AnneMarie Bralich – DVP Enterprise CSM – 727-286-3576

legal@knowbe4.com

infosec@knowbe4.com

privacymanager@knowbe4.com



State and Local Cybersecurity Grant Program

FY 2022 Award Letter

Dan Rispens
East Helena School District
226 E Clinton St
East Helena MT 59635

Superintendent Dan Rispens,

Congratulations, on behalf of Montana Disaster and Emergency Services (MT DES), the application for financial assistance submitted under the Fiscal Year (FY) 2022 State and Local Cybersecurity Grant Program, Professional Cybersecurity Training, has been approved in the amount of \$3,488.00 for eligible training. East Helena School District is not required to match this award with any amount of non-Federal funds.

Before East Helena School District requests and receives any of the Federal funds, acceptance of the award must be established. By accepting this award, East Helena School District acknowledges that the terms of the following documents are incorporated into the terms of this award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document for Award (attached to this Award Letter)
- FY 22 State and Local Cybersecurity Grant Program Notice of Funding Opportunity

Per the Notice of Funding Opportunity (NOFO), all sub-recipients are required to complete the following:

- **Complete the Nationwide Cybersecurity Review (NCSR)**
- **Register and maintain CISA's no cost Cyber Hygiene Services (CyHy)**

Please make sure you read, understand, and maintain a copy of these documents in the official file for this award. In order to establish acceptance of the award and its terms, please complete, sign and return the Obligating Document for Award to your MT DES Grant Coordinator.

For additional assistance, please contact your MT DES Grant Coordinator.

Sincerely,

**Burke S.
Honzel**

Digitally signed by Burke
S. Honzel
Date: 2024.12.20
15:41:55 -07'00'

Burke S. Honzel
Preparedness Bureau Chief
Montana Disaster and Emergency Services

CC Eric Power



AGREEMENT ARTICLES
State and Local Cybersecurity Grant Program

SUB-RECIPIENT: East Helena School District
PROGRAM: State and Local Cybersecurity Grant
STATE GRANT NUMBER: 22SLCGP-EHSD-PRO

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Article 1 Summary Description of Award

The purpose of the Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. This SLCGP award provides funding in the amount of: \$2,427,866 for the state of Montana. Of this amount, up to \$121,393 can be retained by the State Administrative Agency (SAA) for management and administrative expenses. The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Article 2 SLCGP Performance Goal

In addition to the Performance Progress Report (PPR) recipients must demonstrate how the grant-funded projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustains existing capabilities per the CISA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in Performance Narrative.

Article 3 DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article 4 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 5 General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions.

Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 6 Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 7 Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 8 Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 9 Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 10 Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 11 Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 12 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 13 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 14 Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 15 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the

recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 16 Duplication of Benefits

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 17 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 18 Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 19 False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 20 Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 21 Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 22 Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 23 Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 24 John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain

telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 25 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 26 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 27 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 28 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 29 Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 30 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 31 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 32 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 33 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 34 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 35 Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 36 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers, when necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials

required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described as “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 37 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 38 Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

Article 39 Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

Article 40 Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Article 41 USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article 42 Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS components (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 43 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 44 Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing

activities occur during construction, the applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 45 Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 46 Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 47 Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 48 Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 49 Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 50 MT DES Specific Acknowledgements and Assurances

Sub-recipients must acknowledge and agree to comply with applicable provisions governing MT DES access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipients must cooperate with any compliance reviews or compliance investigations conducted by MT DES.
2. Sub-recipients must give MT DES access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by MT DES regulations and other applicable laws or program guidance.

3. Sub-recipients must submit timely, complete, and accurate reports to the appropriate MT DES officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. The State of Montana shall not be liable for any reimbursement amount greater than the award amount available to each sub-recipient.
6. Failure of the sub-recipient to accomplish SLCGP objectives may result in the reduction or withholding of funds, or other action, as determined by MT DES.

The State of Montana has the right to seek judicial enforcement of these obligations.

Article 51 Accruals

As established within Montana Operations Manual Policy, accrual documentation is required of all sub-recipients by the Montana Department of Administration, State Financial Services Division, and must be submitted to MT DES no later than the second week of June, or as instructed by MT DES.

Article 52 Authorized Representative

As evidenced by the signatures found in the Letter of Obligation, the Sub-Recipient Signatory Official agrees to appoint the Sub-Recipient Authorized Representative to act on behalf of East Helena School District. This individual shall be duly authorized with all necessary powers with regard to the administration and oversight of the 2022 State and Local Cybersecurity Grant Program, 22SLCGP-EHSD-PRO. The Catalog of Federal Domestic Assistance (CFDA) number associated with this grant is 97.137.

Article 53 Nationwide Cybersecurity Review

Subrecipients of FY 2022 grant awards will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 3-6 hours to complete. The 2024 NCSR will be open from October – February 2024. MT DES will provide subrecipients with additional information upon opening of the review.

Article 54 Cyber Hygiene Services

Subrecipients of FY 2022 SLCGP are required to register and maintain CISA's no cost Cyber Hygiene (CyHy) Services for vulnerability services and web application services as outline in the Notice of Funding Opportunity. Subrecipients will report completion with performance progress reports.

Obligating Document for Award

STATE GRANT NUMBER: 22SLCGP-EHSD-PRO	SUB-RECIPIENT NAME AND ADDRESS: East Helena School District 226 E Clinton St East Helena, MT 59635	ISSUING STATE OFFICE AND ADDRESS: Montana Disaster and Emergency Services P.O. Box 4789 1956 MT Majo Street Fort Harrison, MT 59636-4789
FEDERAL AGREEMENT NUMBER: EMW-2022-CY-00027		
AMENDMENT NUMBER:		
NAME OF SUB-RECIPIENT AUTHORIZED REPRESENTATIVE: Eric Power	SUB-RECIPIENT AUTHORIZED REPRESENTATIVE CONTACT INFORMATION: epower@ehps.k12.mt.us 406-227-7700	
EFFECTIVE DATE OF THIS ACTION: 11/21/2024	METHOD OF PAYMENT: EFT	NAME AND CONTACT INFORMATION OF MT DES GRANT COORDINATOR: Pam Fruh pam.fruh@mt.gov 406-439-5917
FEDERAL AWARD AMOUNT: \$3,488.00		PERIOD OF PERFORMANCE: From: 12/1/2024 To: 09/30/2026
ASSISTANCE ARRANGEMENT: Cost Reimbursement	CFDA #: 97.137	Budget Period: From: 12/1/2024 To: 09/30/2026
SUB-RECIPIENT SIGNATORY OFFICIAL (Name and Title)		DATE
SUB-RECIPIENT AUTHORIZED REPRESENTATIVE (Name and Title)		DATE
MT DES SIGNATORY (Name, Title and Date) <div style="display: flex; align-items: flex-start;"> <div style="margin-right: 20px;"> Amanda Avard </div> <div style="font-size: small;"> Digitally signed by Amanda Avard Date: 2024.12.23 08:56:14 -07'00' </div> </div>		
Amanda Avard, Preparedness Program Manager, Authorized Organizational Representative		