

 **c-Market ecosystem**

# **MASTER PARTICIPATION AGREEMENT**

FOR USE BETWEEN THE CENTRAL c-MARKET LICENSOR AND USERS OF THE MARK  OR DERIVATIVE MARK USE RIGHTS  
WHERE THE SERVICE MARK IS LICENSED TO:

- COMMUNITY CYBER CHAMPIONS (“c-CHAMPION”)
- SPONSORING ORGANIZATIONS
- PARTNERS
- SOLUTION DEVELOPERS
- VENDORS
- MEMBERS

**PREPARED WITH SUPPORT FROM  
eosedge Legal, a cyberlaw and services firm**

**eosedge**  
Legal



## i. Introduction and Context

The c-Market is an awarded project from the US Department of Homeland Security. Its objective is to offer the design for a community cyber marketplace, and to kickstart market making at local levels with marketplace partners by offering certain initial programs and solutions. This effort is part of a broader effort to improve cyber resilience through community capacity building, and to establish a movement behind this new approach to cybersecurity – “Community Cyber”.

Community champions – a “c-Champion” – can start the process in a community by utilizing the c-Champion Toolkit and rallying community stakeholders and political leadership around the Community Cyber movement, including licensing Community Cyber insignia and using the resources available at [www.c-market.us](http://www.c-market.us). The Community Cyber movement is a supporting advocacy campaign to grow understanding of the need for community cyber marketplaces – c-Champion cyber markets.

By utilizing the resources and designs made available on the c-Market site, a collective of participating organizations bring action to the Community Cyber movement. That intended action or outcome of the movement is “cyber market making”, which is the strategic objective of the c-Market and partnering c-Champions.

Cyber market making, with tools and designs made available through license from the c-Market site, involves structuring transactional ties within a marketplace between buyers, sellers, and other market-supporting entities, services, tools, and mechanisms. Offered and administered through the Cyber Resilience Institute, the c-Market ecosystem is the body of work of the c-Market originators.

## ii. Purpose of Master Participation Agreement

Cyber Market Making requires participation – whether transacting cyber business as a buyer or seller, or supporting the marketplace or c-Market programs. Through this Master Participation Agreement and accompanying Licenses and Agreements, the Parties identify the business relationships by which they will participate in the marketplace. To accomplish market participation, the c-Market makes available a bundle of programs, services, and platforms through different licenses and agreements. This Agreement serves as the umbrella arrangement of general terms between the Parties. The c-Mark license accompanies this Master Participation Agreement and is a mandatory component that must be executed alongside this Agreement. Additional licenses and agreements may become companions to this Agreement, or may be executed subsequently and incorporated herein. Those additional licenses and agreements are available depending on the type of business relationship that is desired or which type of programs will be implemented.

## iii. Use of Master Participation Agreement

This Agreement is used to establish fixed terms between the Parties, such as general payment terms, general duties, termination, and other general operating terms. Detailed arrangements are contained in Licenses and companion agreements.



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## Master Participation Agreement Between Parties

Cyber Resilience Institute (CRI) and \_\_\_\_\_ (together the “Parties”, or separately a “Party”) agree to this Master Participation Agreement (MPA), dated \_\_\_\_\_, accompanied by and including the c-Mark License, and any separately executed agreements between the Parties hereby incorporated by reference, and which includes those executed between the Parties and which are expressly included herein, shall be the exclusive terms and conditions that govern all arrangements between the Parties.

### 1. Type of Participation Relationship [check all that apply; use appropriate accompanying agreement]

- 1.1  Join the Community Cyber movement – show general support for Community Cyber; license and use the c-Mark to display your being part of the solution that is Community Cyber. (*Obtaining the licensed rights to use the c-Mark license is a **Mandatory** component to this Agreement, but does not require its display*). Additional business ties to c-Market and business use of the c-Mark (i.e., beyond just general sentiment and joining the movement) can be established by checking a box below (*By checking a box to enter into a business relationship, display of the c-Mark becomes Mandatory, in connection with the business relationship*).
- 1.2  Cyber Market Maker (c-Champion): License c-Market programs and platforms for resale; brand rights to c-Mark to develop and sell c-Mark programming; license and manage the ISAO-PLUS model in a community; function as broker in the c-Champion marketplace. CyberUSA Affiliates may select this relationship with c-Market.
- 1.3  c-Market Strategic Partner: A partner relationship with an institution, typically a nonprofit, academic institution, foundation, or similar organization, that has an aligned interest in cyber market making or community capacity building but where the nature of the interest is not a commercial interest inside a marketplace (e.g., capacity building innovation, data exchange, standards, integration with other markets, international, channel partner, etc).



- 1.4  c-Market Solution Partner: A collaboration with a partnering firm or inventor to produce a c- branded solution to be universally sold throughout the c-Market ecosystem.
- 1.5  c-Market Consultant: An independent contractor operating as an agent or business developer to advocate for the Cyber Market Making model and to help create business ties for the c-Market.
- 1.6  Students: A c-Mark license to a university student or group of students in a club affiliated with the university.
- 1.7  c-Vendor: A listed Seller of cyber services, products, solutions, programs, and other matters that may be sold in a cyber marketplace.
- 1.8  Program Sponsor: An organization wanting to gain naming rights or sponsor designation in connection with a c-Market program, service, solution or activity.
- 1.9  Member: A participant in a c-Champion marketplace or in certain specified c-Market forums or activities.
- 1.10  Individual Program Licensee: A licensed recipient of specific programmatic materials or services (e.g., c-Watch Program) that is distributed, shared or offered by subscription by CRI.
- 1.11  Other Relationship [describe the nature of the business relationship]: \_\_\_\_\_  
\_\_\_\_\_

**2. General Understandings About Community Cyber Marketplaces**

- 2.1. The Parties endeavor, through the bundle of licenses, Master Participation Agreement, and accompanying agreements, to advance Community Cyber, by joining others to improve cyber resilience at community levels through formation of cyber marketplaces.
- 2.2. The Parties understand and agree that to achieve Community Cyber through cyber marketplaces, the collective of participants and backers must share a Unity of Purpose. The Unity of Purpose is essential to grow a marketplace model for cyber that does not presently exist.
- 2.3. To aid this Unity of Purpose, and to ease the pathway from early adopter to next level adopters, the c-Mark affords participants and backers uniformity and market recognition. Hence, use of the c-Mark, the bundle of licenses, the Master Participation Agreement, and accompanying agreements establishes a uniform and consistent model, and protects against misuses which could disrupt market efficiencies.
- 2.4. The Parties recognize and agree that formation of community marketplaces, and the spurring of market forces at community levels, stands to generate innovation, to improve economic vitality, and to improve the nation’s cyber capacity and resilience.
- 2.5. Based upon these understandings, the Parties share an aspirational sentiment to promote Community Cyber and to utilize the c-Mark and derivative marks for business uses to advance both their business interests, and the goals and objectives of community marketplaces.
- 2.6. The Parties understand that the Community Cyber marketplace model is new and emerging, and all Parties expect that changes in the structure of the model and implementing provisions will occur.



### 3. Nature of Business Relationship

- 3.1. The Parties agree to collaborate in good faith to establish healthy cyber markets in communities, and to utilize the c-Mark and derivative marks to promote brand recognition for community-based cyber marketplaces. In general, mutually beneficial business rules are to be established between the Parties when making business uses of the c-Mark and derivative marks.
- 3.2. Separate agreements between the Parties will include terms and conditions to address their respective business interests and which promote healthy cyber markets.

### 4. Market Segments, Open Markets, and Trust-Building

- 4.1. The Parties acknowledge that the c-Market model will include various markets: national, regional, state-wide, and community (“market segments”). Business arrangements may be based upon these market segments.
- 4.2. Participation in the marketplaces is intended to be open, and generally consistent with Information Sharing and Analysis Organization (ISAO) policies and best practices. In particular, trust-building is recognized as a central trait for assuring stability in emerging markets.
- 4.3. Trust-building frameworks, guidelines, and minimum requirements may become license components, as community cyber markets mature and such a mechanism is needed.
- 4.4. **Communication.** The Parties agree to cooperate with each other to address implementation shortcomings in their business ties.

### 5. Scope, Duties, No Guarantee

- 5.1. The scope of this Master Participation Agreement is limited to the terms herein, and is generally intended and understood by the Parties to be an umbrella arrangement concerning formation of business relationships. Specific terms and conditions affecting business obligations for specified participation types and roles will be contained in accompanying agreements and licenses.
- 5.2. Except where express terms create a duty herein, including sections 1.1, 6.4, 6.5, 9.2, 13, and 14 nothing in this Master Participation Agreement, nor the c-Mark license, includes any duties for either Party. Duties, responsibilities, service level agreements, and similar terms of service between the Parties, if at all, will be specified in accompanying agreements.
- 5.3. Any guarantee provisions between the Parties must be specified in an accompanying agreement with specific terms and scope. Neither this Master Participation Agreement, nor the c-Mark license, includes any guarantee of any kind.

### 6. Intellectual Property / Proprietary Information / Confidential Information / No Competition

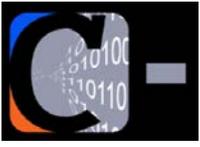
- 6.1. Scope of Agreements, Licenses and Embodiment of Intellectual Property: Except as provided in section 6.2, the programs, designs, procedures, business model, market structures, business structures, licensing scheme, agreements scheme, contracts, licenses, original works and materials, presentations, white papers and other information documents, marks, trade secrets, knowhow, personal and organizational ties and connections, technology integrations, operational integrations, curriculum, inventions, and strategies and plans, including derivatives therefrom and future works, represent a Body of Work that is the intellectual property of the c-Market originators (“Body of Work IP”). The Body of Work IP is made available to Parties under License and the Parties agree to only engage in Licensed Uses, as determined by the License and Agreements between the Parties.



- 6.2. A Party, such as a c-Market Solution Provider, may license a capability (“Licensed IP”) into the c-Market, which may be offered for sale using the c-Mark and a derivative brand (e.g., c-CISA). Licensed IP shall not be part of the intellectual property of the c-Market originators; except that all improvements, transitions for use within the c-Market or its programs, branding, and all associated integrations within the Body of Work IP shall be the intellectual property of the c-Market originators, unless other terms are expressly agreed between the Parties. Licensed IP will be protected within the License and accompanying agreement structure described herein, including any terms agreed upon between the Parties.
- 6.3. The programs, designs, procedures, business model, market structures, business structures, licensing scheme, agreements scheme, contracts, licenses, original works and materials, presentations, white papers and other information documents, marks, trade secrets, knowhow, personal and organizational ties and connections, technology integrations, operational integrations, curriculum, inventions, and strategies and plans, including derivatives therefrom and future works, represent the proprietary information of the c-Market originators (“Proprietary Work”). The Proprietary Work is made available to Parties under this Master Participation Agreement, and accompanying agreements and Licenses.
- 6.4. The Proprietary Work, Licensed IP, and Body of Work IP, including all communications and coordination about these or arising therefrom, in order to design business intersections or plan other business opportunities with a Party, is Confidential Information. All Parties covenant and agree that Confidential Information shared between the Parties shall be handled and maintained in accordance with any confidentiality or nondisclosure agreement between the Parties, and always consistent with how a reasonable party would treat and protect Confidential Information. A Party shall not share Confidential Information with a third party without there first being a nondisclosure agreement executed by that third party.
- 6.5. A Party’s signature below indicates the Party’s acknowledgement of the Body of Work IP and the importance of sections 2, 3 and 4 of this Master Participation Agreement, and signals the Party’s commitment to the Community Cyber marketplace model. Therefore, the Party agrees and covenants, while a Party or for a period of three years following termination of this Agreement or any accompanying agreement or License, not to circumvent the market making functions of the model or develop a competing model based upon the Body of Work IP or ideas or concepts derived therefrom. Additionally, a Party shall not seek to bypass, compete, avoid, circumvent or redirect a business opportunity originated from participation as a Party in order to avoid agreed upon financial schemes or business arrangements.

## 7. Fees and Payment Terms

- 7.1. **General.** An accompanying agreement or License will specify pricing and payment terms. Unless modified, these general terms apply.
- 7.2. **Joining the Community Cyber Movement.** There is no cost to executing the c-Mark License when it is not used for a business purpose. Showing general support and advocacy for the movement is not a business purpose use of the c-Mark License, and no fees are required.
- 7.3. **Students.** There is no cost for a student or group of students to execute the c-Mark License when it is not used for a business purpose, and is used as part of non-instructional and extra-curricular club activities, provided that these activities operate under the approval and supervision of the c-Watch Program.
- 7.4. **Costs.** General costs of participation are shown on the site [www.c-market.us](http://www.c-market.us) and must be paid electronically on the site. Other business arrangements and fees for certain programs and business relationships are separately arranged between the Parties.
- 7.5. **Subscriptions and Invoicing.** Subscriptions are paid according to the terms on the website. For other business arrangements, terms between the Parties will specify payment and invoicing arrangements. Unless otherwise specified in those accompanying agreements, the Parties agree that payment is due for delivered services under Net Plus 15 terms.
- 7.6. **Failure to Timely Pay.** CRI reserves the right to withhold delivery of services, and to take other measures in its sole discretion for non-payments.



## 8. Term and Termination

- 8.1. **Term.** This Agreement will commence on the Effective Date and continue in effect for a period of 365 days unless sooner terminated. Accompanying agreements or Licenses may carry a Term that would supersede this general term.
- 8.2. **Mutual Termination Rights.** Either Party may terminate this Agreement, or any accompanying agreement hereunder, immediately upon the occurrence of the following events: (i) if the other Party ceases to do business in the ordinary course, is unable to meet its financial obligations when they become due, or otherwise becomes insolvent; or (ii) if the other Party breaches this Agreement, which breach is not cured within thirty (30) days after non-breaching Party gives breaching Party notice of such breach (provided, however, that if a breach is not capable of being cured within thirty (30) days using commercially reasonable efforts, the non-breaching Party may not terminate this Agreement as long as the breaching Party is diligently pursuing such cure commencing within ten (10) days' notice of breach).
- 8.3. **Termination by CRI.** CRI may terminate this Agreement, any accompanying agreement, or License, immediately upon notice, without cause.
- 8.4. **Effects of Termination.** Upon the termination of this Agreement for any reason: (a) each Party will return to the other all property of the other Party in its possession or control; and (b) CRI will discontinue providing Services and Party's access to Services will cease.

## 9. Alterations, Modifications and Flow-down Requirements.

- 9.1. **Alterations and Modifications.** This agreement, addenda, any accompanying agreements, and licenses constitute the entire agreement between parties related to the tests. No change, alterations or modifications shall be valid unless in writing, dated and signed by both parties.
- 9.2. **Flow-down Requirements.** A Party whose business relationship under this Master Participation Agreement, and all accompanying agreements and Licenses, includes rights to resell, sublicense, or in any way add participants or programs, or expand the scope of the marketplace ecosystem or the Body of Work IP, shall incorporate the terms contained in this agreement, and any applicable term from an accompanying agreement or license, into its agreements or sublicenses. Only one layer of agreements or sublicenses is permitted under this agreement (i.e., no sublicensee that is not a direct Party to this agreement is authorized to further sublicense the Body of Work IP). The following sections of this agreement, at a minimum, shall be incorporated into agreements described above:
  - 9.2.1. Sections 1, 3, 6, 11, 12, 14, in their totality, except that minor edits to reflect the flow-down Party's own business adoption of this model, provided that no term that protects the rights and interests of the c-Market originators or CRI may be changed to reduce its protection of those interests.
  - 9.2.2. Subsections 5.2, 5.3, 7.2, 7.3, 8.3, 8.4, 13.1, in their totality, except that minor edits to reflect the flow-down Party's own business adoption of this model, provided that no term that protects the rights and interests of the c-Market originators or CRI may be changed to reduce its protection of those interests.



## 10. Warranty.

10.1. **Warranty.** CRI AGREES TO PROVIDE THE SERVICES IN A PROFESSIONAL MANNER PURSUANT TO INDUSTRY STANDARDS FOR THE SAME OR SIMILAR SERVICES. THE ABOVE-STATED LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITION, UNINTERRUPTED USE, ACCURACY, LEVELS, OF SERVICE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND CRI DOES NOT WARRANT THAT THE SERVICES, DELIVERABLES OR PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. THE WARRANTIES PROVIDED IN THIS SECTION ARE SOLELY FOR THE BENEFIT OF A PARTY ENGAGED IN AN INDIRECT SALE OF CRI PRODUCTS AND SERVICES, AND IT SHALL HAVE NO AUTHORITY TO EXTEND SUCH WARRANTY TO ANY THIRD PARTY. THE WARRANTIES ARE CONTINGENT ON THE PROPER INSTALLATION AND USE OF THE DELIVERABLES INCLUDING ANY HARDWARE AND PROPER PERFORMANCE OF THIRD-PARTY SOFTWARE AND HARDWARE.

## 11. Disclaimer

11.1. **Disclaimer.** Notwithstanding any oral or written communications between CRI and Party about or in connection with the services, the warranties granted or implied in this agreement are in lieu of, and CRI hereby disclaims, all other warranties and to the full extent permitted by applicable law, neither CRI nor any of its employees, affiliates, agents, suppliers, or subcontractors make any warranties of any kind, oral or written, express or implied, arising from course of dealing, course of performance or otherwise, including, but not limited to, any warranties of title, merchantability, fitness for a particular purpose, conformity to any representation or description, completely secure, error free, non-interruption, non-interference or non-infringement. Therefore, Party hereby acknowledges that the services, including any hardware or software provided hereunder, may not be available due to any number of factors including without limitation periodic system maintenance, scheduled or unscheduled, acts of God, unauthorized access, viruses, denial of service or other attacks, technical failure of the services, including any equipment or software provided hereunder, or telecommunications infrastructure, or disruption. The internet environment has inherent risk and no action, plan, technology, device, configuration, or other measures by CRI will absolutely secure System owner from internet attack or network compromise.

## 12. Aggregate Limit of Liability.

12.1. **Aggregate Limit of Liability.** In no event will CRI's total liability to Party under this Agreement damages in any one or more causes of action, whether in contract, breach of warranty, tort (including negligence), strict liability, or otherwise, exceed the total fees paid by Party to CRI under the accompanying agreement to which such liability relates.

## 13. Indemnification.

13.1. **Indemnity of CRI.** The Party agrees to protect, defend, hold harmless and indemnify CRI, its agents, employees, and customers from and against all claims, losses, liabilities and damages, and to pay all claims, judgments, awards, costs and expenses (including costs of investigation and defense and reasonable attorneys' fees), arising out of or related to: (i) any breach by Party of this Agreement or accompanying agreement or License (including representations and warranties) (ii) any infringement or misappropriation of a third party's proprietary rights by Party in the performance of Services hereunder; and (iii) any claim for damages arising under or related to the acts or omissions of the Party in the performance of the Services hereunder. The Party further agrees to protect, defend, hold harmless and indemnify CRI, its agents, employees, and customers for any claims or damages to CRI arising from Party's failure to abide by the network access authorization assurance or white labeling arrangements for the delivery of CRI products or services.



13.2. **CRI Indemnity.** CRI shall indemnify and hold harmless the Party, its officers, directors, and employees, from and against any and all Losses, arising out of or in connection with a claim, suit or proceeding brought by a third party based upon: bodily injury (including death) or damage to tangible personal property (excluding data privacy) proximately caused by, the grossly negligent acts or omissions, of CRI or its subcontractors or agents, or the officers, directors, employees, agents, successors and assigns of any of them; except that CRI shall not be liable nor have any duty to indemnify for actions or omissions taken by a community marketplace licensee; and further provided however, that no intervening act or omission by a service end user, its officers, directors, employees, agents, or other vendors performing work or providing services which are associated with the act or omission giving rise to the claim, suit or proceeding by a third party and which reasonably interfered with CRI’s contractual duties under an operable term of an agreement or task order with Party or Party’s System owner.

**14. Governing Law and Venue**

14.1. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Colorado without regard to that state’s conflict of law analysis. Each of the Parties to this Agreement hereby irrevocably and unconditionally submits to the jurisdiction of the United States District Court for the District of Colorado or any state court of competent jurisdiction sitting in Denver County, Colorado for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby, and agrees not to commence any legal proceedings related thereto except in such court. Each of the Parties to this Agreement irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any proceeding brought in any such court or any claim that a legal proceeding commenced in such court has been brought in an inconvenient forum.

ACCEPTED AND AGREED TO BY:	
Cyber Resilience Institute 5825 Mark Dabling Blvd, Suite 160 Colorado Springs, CO 80919  Name: _____ Title: _____ Date: _____ Signature: _____	Legal Business Name: _____  Address: _____ Address: _____ Title: _____ Date: _____ Signature: _____

CRI c-Market Partner Contact: Doug DePeppe, [doug.depeppe@c-market.us](mailto:doug.depeppe@c-market.us)  
 CRI c-Market Technical Lead: Jane Ginn, [jane.ginn@c-market.us](mailto:jane.ginn@c-market.us)  
 CRI c-Market Communities Lead: David Powell, [david.powell@c-market.us](mailto:david.powell@c-market.us)