



ARMS CYBER DEFENSE, INC.

Master Services Agreement

This Master Services Agreement (this "Agreement"), effective as of _____ (the "Effective Date"), is by and between Arms Cyber Defense, Inc., with offices located at 8115 Maple Lawn Blvd., Suite 200, Fulton, MD 20759 ("Arms") and _____, organization with offices located at _____ ("Customer"). Arms and Customer may be referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, Arms has developed the Services and, as of the Effective Date, offers them on a subscription basis to customers; and

WHEREAS, Customer desires to access the Services, and Arms desires to provide Customer access to the Services and Software, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

- 1.1 **"Arms IP"** means the Services, Software, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Arms IP includes Usage Data and any information, data, or other content derived from Arms' monitoring of Customer's access to or use of the Services, but does not include Customer Data.
- 1.2 **"Authorized User"** means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (ii) for whom access to the Services has been purchased hereunder.
- 1.3 **"Customer Data"** means, other than Usage Data, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.
- 1.4 **"Documentation"** means Arms' user manuals, handbooks, and guides relating to the Services provided by Arms to Customer either electronically or in hard copy form.
- 1.5 **"Order Form"** means the Order Form (including attachments thereto) which are provided by Arms to Customer pursuant to this Agreement and executed by the parties, as such schedule may be amended in writing from time to time by the parties. The sample Order Form is attached hereto as Exhibit A.
- 1.6 **"Services"** means the software-as-a-service offering and Software described in an Order Form as updated from time-to-time by ARMS in its sole discretion.
- 1.7 **"Software"** means the computer programs, applications, and associated documentation provided by Arms, including any updates, upgrades, and enhancements thereto, whether delivered as a SaaS solution or installed on Customer's hardware, that enable the Customer to perform the functions described in this Agreement.
- 1.8 **"Third-Party Products"** means any third-party products provided with or incorporated into the Services.
- 1.9 **"Usage Data"** means data and information related to Customer's use of the Services that is used by Arms in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

2. ACCESS AND USE.

- 2.1 **Provision of Access.** Subject to and conditioned on Customer's payment of Fees and compliance with all the terms and conditions of this Agreement, Arms hereby grants Customer a non-exclusive, non-transferable right to either: (i) access and use the Services during the Term, if provided as a SaaS solution, or (ii) install and use the Software during the Term, if provided as an on-premises solution, solely for use by Authorized Users on the agreed upon number of endpoints in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. For SaaS solutions, Arms shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. For on-premises solutions, Arms shall provide to Customer the necessary installation files, keys, and instructions to install the Software on Customer's hardware.
- 2.2 **Use Restrictions.** Customer shall not use the Services or Software for any purposes beyond the scope of the access or license granted in this Agreement. Without limiting the generality of the foregoing, Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services, Software, or Documentation, in whole or in part, except as expressly permitted for backup or archival purposes in the case of the Software; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, Software, or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services or Software, in whole or in part; (iv) remove any proprietary notices from the Services, Software, or Documentation; (v) use the Services, Software, or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) publicly disclose the results of any benchmarking of the Services or Software against any competing products or services; or (vii) use the Services or Software for the purpose of developing a product or service that may be competitive with the Services or Software.
- 2.3 **Evaluation or Beta Use.** If Customer is using the Services or Software for evaluation purposes or participation in a beta program, Customer is granted a limited, non-exclusive, non-transferable right to access and use the Services or install and use the Software for a period agreed between the parties ("Evaluation Period"). During the Evaluation Period, the Services or Software are provided "as-is" without any warranties or guarantees of any kind. Such use is limited to internal evaluation purposes only. To continue using the Services or Software beyond the Evaluation Period, Customer must select a subscription plan and pay the applicable fees. If Customer does not activate a subscription, all access to the Services or Software will be disabled upon the expiration or termination of the Evaluation Period.
- 2.4 **Reservation of Rights.** Arms reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Arms IP.
- 2.5 **Suspension.** Arms may temporarily suspend Customer's or any Authorized User's access to the Services if: (i) Arms reasonably determines that: (a) there is a threat or attack on its systems; (b) Customer's or an Authorized User's use of the Services poses a security risk or disrupts Arms' systems or other customers; (c) Customer or an Authorized User is using the Services for fraudulent or illegal activities; or (d) providing the Services to Customer is prohibited by law; or (ii) Arms' access to third-party services required for Customer's use of the Services has been suspended or terminated. Arms will use commercially reasonable efforts to notify Customer of any suspension and to restore access as soon as the issue is resolved. Arms is not liable for any damages, losses (including data or profits), or other consequences resulting from a Service Suspension.
- 2.6 **Usage Data.** Notwithstanding anything to the contrary in this Agreement, Arms may monitor Customer's use of the Services and collect and compile Usage Data. As between Arms and Customer, all right, title, and interest in Usage Data, and all intellectual property rights therein, belong to and are retained solely by Arms. Customer acknowledges that Arms may compile Usage Data based on Customer Data input into the Services. Customer agrees that Arms may: (i) make Usage Data publicly available in compliance with applicable law; and (ii) use Usage Data to the extent and in the manner permitted under applicable law; provided that such Usage Data does not identify Customer or Customer's Confidential Information.

3. CUSTOMER RESPONSIBILITIES.

3.1 General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions. Customer shall not provide misleading information and shall use reasonable efforts to secure its passwords and credentials and will notify Arms immediately, whenever possible, of unauthorized account use. Arms may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions.

4. SUPPORT AND SLA'S; INFORMATION SECURITY.

4.1 Support and Service Level Agreements. Subject to payment of the corresponding fees, Arms will provide its standard support and maintenance services and associated service level agreements specified in the applicable order form subject to the terms and conditions located at <https://www.dropbox.com/scl/fi/lr3m5jlbkwb81bpv1010/ARMS-Cyber-Support-and-SLA-form-Nov-2024.docx?rlkey=7yu1jjkipnq2mvw8pk9avda4r&st=ykzdvv0g&dl=0> as updated from time-to-time by Arms in its sole discretion.

4.2 Information Security. At all times during the Term of this Agreement, Arms shall implement and maintain appropriate administrative, physical, technical, and organizational safeguards and security measures, including policies, processes, and controls, designed to protect against anticipated threats to the security, confidentiality, or integrity of Customer Data and Confidential Information.

5. FEES AND AUDIT.

5.1 Fees. Customer shall pay Arms the fees ("Fees") as set forth in Exhibit A and any Order Form without offset or deduction. All Fees will be due and payable within thirty (30) calendar days of Customer's receipt of Arms invoice. If Customer fails to make any payment when due, without limiting Arms' other rights and remedies: (i) Arms may charge interest on the past due amount at the rate of 3% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Arms for all costs incurred by Arms in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) calendar days or more, Arms may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

5.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Arms' income.

5.3 Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Arms may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records to evaluate Customer's compliance with this Agreement, including without limitation Customer's payment of all amounts due hereunder. If such inspection and audit reveal that Customer has underpaid ARMS with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest, if applicable. Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds five percent (5%) for any quarter or if the audit discovers a material breach of this Agreement. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

6. CONFIDENTIAL INFORMATION.

6.1 Except as otherwise provided in this Agreement, Arms and Customer are subject to a duty of mutual confidentiality. Confidential information is information that one party provides to the other in connection with this Agreement, orally or in writing, that is designated as confidential or that reasonably should be considered confidential given its nature

or the circumstances of disclosure; Confidential Information includes, without limitation, all confidential Customer Data and any other Customer information Arms or its representatives receives or obtains through communication with Customer or its representatives, the performance of any Services. It doesn't include information that: was, at the date of disclosure, or have subsequently become, (i) generally known or available to the public through no act or failure to act by the receiving party; (ii) was rightfully known by the receiving party prior to receiving such information; (iii) was rightfully acquired from a third party who has the right to disclose such information; (iv) was independently developed by or for the receiving party without use of or reference to any Confidential Information of the disclosing Party; or (v) required to be disclosed pursuant to a valid order by a court or other government entity with jurisdiction, provided that the receiving party provides the disclosing party with prompt written notice of such order in order to permit the disclosing party to challenge such disclosure.

- 6.2 Each party agrees to maintain the confidentiality of Confidential Information received during, or prior to entering into this Agreement using the degree of care that it uses to protect its own Confidential Information but in no event less than reasonable care, that the other party should know or have reason to know is confidential or proprietary based on the circumstances surrounding disclosure, including non-public technical and business information and information obtained as a result of this Agreement.
- 6.3 The Agreement details and other Confidential Information may be disclosed confidentially to advisors, attorneys, bona fide potential acquirers, investors or other funding sources for due diligence or by Customer to a government or regulatory authority with jurisdiction over the Customer or its affiliates or its or their representatives in connection with an examination in the course of such authority's regulatory oversight of Customer or its affiliates.
- 6.4 Upon termination or expiration of this Agreement or any Order Form, the receiving party will return or destroy the disclosing party's Confidential Information in its possession or control, including permanent removal from any storage devices or other hosting environments in receiving party's possession or control, and at the request of the disclosing party, certify in writing that such Confidential Information has been returned, destroyed or deleted, except the receiving party shall not be required to destroy or deliver to the disclosing party Confidential Information to the extent required by law, regulation, rule, legal or judicial process or audit requirements, inquiries by a regulator, examiner or self-regulatory organization, document retention or other internal compliance policy, or automated backup or archiving procedures; provided that all such Confidential Information and related materials will be held subject to the terms of this Section 6.

7. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK.

- 7.1 ARMS IP. Customer acknowledges that, as between Customer and Arms, Arms owns all right, title, and interest, including all intellectual property rights, in and to the Arms IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products. Arms retains the right to use and disclose general know-how, experience, concepts, and ideas, including methodologies for identifying and discovering vulnerabilities or weaknesses, that are acquired in connection with performing its obligations.
- 7.2 Customer Data. Arms acknowledges that, as between Arms and Customer, Customer owns all rights, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants, and hereby represents, warrants, and covenants that it has all rights necessary to grant, to Arms a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Arms to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Usage Data.
- 7.3 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to ARMS by mail, email, telephone, or otherwise, suggesting or recommending changes to the Arms IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Arms is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Arms on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Arms is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Arms is not required to use any Feedback.

8. LIMITED WARRANTIES; WARRANTY DISCLAIMER.

- 8.1 Mutual Warranties. Each party warrants to the other that: (i) it has the authority and capability to enter into this Agreement and to perform its obligations hereunder including authorizing internal and external penetration testing on assets defined by Customer; (ii) the execution, delivery, and performance of this Agreement by such party have been duly authorized and will not violate any applicable laws, regulations, or contractual obligations; (iii) it has obtained all necessary consents, licenses, and approvals required for the performance of its obligations under this Agreement; (iv) this Agreement constitutes a valid and binding obligation, enforceable in accordance with its terms; and (v) it will comply with all applicable laws, regulations, and industry standards in the performance of its obligations under this Agreement.
- 8.2 Customer Warranties. Customer warrants that it has the authority to permit Arms to perform the Services on the data, software, hardware, networks, and other systems to which Customer grants access in connection with this Agreement. Additionally, Customer warrants that Arms' use, collection, storage, disclosure, and processing of such third-party data, including personal data, in connection with the Services will not infringe any third-party rights or violate any applicable laws, policies, rules, or regulations, including those related to privacy and cybersecurity.
- 8.3 Performance Warranty. During the Term, Arms hereby warrants that the Services will conform in all material respects to the then-current Documentation. Customer will have thirty (30) days following the initial provision of any Service to notify Arms of a breach of the foregoing warranty, in which event, Arms' entire liability and Customer's sole and exclusive remedy will be for Arms to reperform, modify, or replace the Service so that it so conforms to such warranty. Any remedy provided by Arms will not extend the original warranty period. Arms will have no obligation under this Agreement to correct, and Arms makes no warranty with respect to, errors caused by or relating to: (i) use of the Service in a manner inconsistent with the Documentation or this Agreement; or (ii) third party hardware or software misuse, modification, or malfunction.
- 8.4 Disclaimer. ALL ARMS IP PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION THE SERVICES, IS PROVIDED "AS IS" AND ARMS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ARMS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ARMS MAKES NO WARRANTY OF ANY KIND THAT THE ARMS IP OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. INDEMNIFICATION.

- 9.1 ARMS Indemnification. Arms shall defend Customer from any third-party claim, suit, action, or proceeding ("Third-Party Claim") alleging that the Services infringe such third-party's U.S. intellectual property rights and shall pay all amounts finally awarded by a court of competent jurisdiction or agreed to in settlement; provided that the foregoing obligation shall not apply with respect to any Third-Party Claim based in whole or in part upon: (i) Arms' compliance with Customer's specifications; (ii) Customer's use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by Arms; or (iii) Third-Party Products. If the Services or any component thereof become, or in the opinion of Arms are likely to become, the subject of a Third-Party Claim (each an "Allegedly Infringing Item"), then Arms will use reasonable efforts, at its cost and expense, to: (a) procure for Customer the right to continue using the Allegedly Infringing Item at no additional cost to Customer; (b) replace or modify, in whole or in part, the Allegedly Infringing Item to make the Services no longer infringing; or (c) if neither (a) nor (b) are reasonably commercially available to Arms and the Allegedly Infringing Item is a material part of the Services, either party may terminate the Agreement, effective immediately on written notice, and Arms will provide to Customer a refund of Fees prepaid for the remainder of the then-current Term.
- 9.2 Customer Indemnification. Customer shall indemnify and, at Arms' option, defend Arms and its affiliates, and their respective employees, contractors, agents, representatives, successors, and assigns from and against any losses, damages, and costs resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's rights, and any Third-Party Claims based on Customer's or any Authorized User's: (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; or (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by Arms in writing.

9.3 Indemnity Procedures. The party seeking indemnification (the "Indemnified Party") will provide the party from whom indemnification is sought (the "Indemnifying Party"): (i) prompt written of any Third-Party Claim (provided that the Indemnified Party's failure to provide such notice will not relieve the Indemnifying Party of its obligations hereunder except to the extent material prejudice results from such failure); (ii) sole control over the defense and settlement of the Third-Party Claim as described above (provided that neither party may settle any Third-Party Claim in a manner that imposes any obligation of any kind on the other party without the other party's prior written consent, not to be unreasonably withheld, conditioned, or delayed); and (iii) all reasonable cooperation, at the Indemnifying Party's request and expense, in the defense and settlement of the Third-Party Claim. The Indemnified Party may participate in the defense or settlement of any such claim at its own expense and with its own choice of counsel or, if the Indemnifying Party refuses to fulfill its obligation of defense, the indemnified party may defend itself and seek reimbursement from the Indemnifying Party.

9.4 Sole Remedy for IP Infringement. SECTION 9.1 SETS FORTH ARMS'S SOLE AND EXCLUSIVE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY CLAIM OF INFRINGEMENT OF A THIRD-PARTY'S INTELLECTUAL PROPERTY RIGHTS.

10. LIMITATIONS OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO ARMS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY TO: (A) CUSTOMER'S INDEMNITY OBLIGATIONS; OR (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT.

11. TERM AND TERMINATION.

11.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all Order Forms have expired or been terminated (the "Term").

11.2 Termination for Cause. A Party may terminate this Agreement for cause: (i) upon thirty (30) days' written notice to the other Party of a material breach of this Agreement if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Arms IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Arms IP and certify in writing to the Arms that the Arms IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination. In the event of Customer termination for cause pursuant to Section 11.2, Arms will provide a pro-rated refund of any prepaid fees.

11.4 Survival. Any provisions of this Agreement that, by their nature, should survive termination or expiration, shall survive, including but not limited to provisions regarding confidentiality, intellectual property rights, indemnification, limitations of liability, dispute resolution, and any payment obligations accrued prior to termination.

12. MISCELLANEOUS.

12.1 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

- 12.2 **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth in the applicable order form or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.
- 12.3 **Force Majeure.** In no event shall ARMS be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond Arms' reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- 12.4 **Amendment and Modification: Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement: (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 12.5 **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 12.6 **Governing Law: Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Maryland. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Maryland, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- 12.7 **Assignment.** Neither party may assign any of its rights or delegate any of its obligations under this Agreement, whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of the other party. However, Arms may assign this Agreement without restriction in connection with a merger, acquisition, or other change of control. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
- 12.8 **Export Regulation.** The Services may include software and technology that are subject to U.S. export control laws, including the U.S. Export Administration Act and associated regulations. Customer agrees not to, directly or indirectly, export, re-export, release, or provide access to the Services, including the underlying software or technology, to any jurisdiction or country where such actions are prohibited by applicable law, regulation, or rule. Customer shall comply with all applicable U.S. federal export laws and regulations, including completing any necessary undertakings such as obtaining required export licenses or governmental approvals, prior to exporting, re-exporting, releasing, or making the Services or the underlying software or technology available outside of the U.S.
- 12.9 **U.S. Government Rights.** The Documentation and software components that constitute the Services are "commercial items" as defined in 48 C.F.R. § 2.101 and consist of "commercial computer software" and "commercial computer software documentation" as those terms are used in 48 C.F.R. § 12.212. Therefore, if Customer is an agency of the U.S. Government or a contractor thereof, Customer acquires only those rights in the Services and Documentation that are granted to all other end users, in accordance with (i) 48 C.F.R. §§ 227.7201-227.7204, for Department of Defense agencies and their contractors, or (ii) 48 C.F.R. § 12.212, for all other U.S. Government agencies and their contractors.

- 12.10 Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach of any of its obligations under Section 6 or Section 2.3, would cause Arms irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Arms will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- 12.11 Anticorruption Laws. Customer acknowledges that it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act (the "FCPA") and the U.K. Bribery Act of 2010 (the "UKBA"), and agrees to comply with their terms, as well as any applicable local laws related to anticorruption. Customer further acknowledges the prohibitions under the FCPA and UKBA against offering, giving, or authorizing the provision of anything of value, including but not limited to payments, gifts, travel, entertainment, or meals, either directly or indirectly, to any foreign government official, political party, or candidate, with the intent to influence an act or decision in their official capacity or to induce them to use their influence to assist in obtaining or retaining business related to the Deliverables. Customer agrees not to violate or knowingly allow any violation of the FCPA, UKBA, or any other applicable anticorruption or antibribery laws, and confirms that no payment it makes will constitute a bribe, kickback, influence payment, rebate, or any other form of improper payment prohibited by such laws.
- 12.12 Logo. Customer grants ARMS the right to use its name and logo in marketing materials, including on its website, case studies, presentations, and other promotional content, to identify Customer as a user of the services.
- 12.13 Relationship of Parties. The parties are independent contractors, and nothing in this Agreement creates a partnership, joint venture, or employment relationship. Neither party has the authority to bind the other or act on the other's behalf without express written consent.
- 12.14 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer any rights, benefits, or remedies upon any person or entity other than the parties to this Agreement.
- 12.15 Counterparts: Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. Signatures exchanged electronically, including via e-signature platforms, shall have the same legal effect as original signatures.

[Signature Page Follows]

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

ARMS CYBER DEFENSE, INC.

CUSTOMER

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A

ORDER FORM

This Order Form is entered into by and between Arms Cyber Defense, Inc., with its principal place of business at 8115 Maple Lawn Blvd., Suite 200, Fulton, Maryland 20759 ("Arms") and the customer listed below ("Customer") and is effective as of _____ (the "Effective Date"). This Order Form shall be governed by [Choose one: If the standard terms are used then use the following: the Terms and Conditions available at [insert link]. [or if an agreement has been signed then use the following: Master Services Agreement entered into between the parties on or about [insert date].

CUSTOMER CONTACT INFORMATION

Bill To:	Business Contact:
Attn:	Attn:
Address:	Address:
Address:	Address:
Telephone:	Telephone:
Email:	Email:

SERVICES

SKU	Services Description	Quantity	Annual Unit Price	Annual Fees
Total				

Additional Terms: *[Modify the following as needed. If applicable, include items like renewals, price caps etc.]*

- 1. Initial Service Term:** Start Date:
End Date:

- 2. Payment Terms:** Payment Terms: Net 30
Billing Method: Email
Billing Frequency: Annually
P.O. # (if required):

- 3. Invoicing:** One-time and first year subscription fees shall be invoiced on the Effective Date. Software delivered electronically is subject to sales tax which will be calculated at the time of order processing. If your organization is exempt from sales tax, please provide your exemption certificate.

THE PARTIES ACKNOWLEDGE THAT EACH HAS READ THIS ORDER FORM AND ITS ATTACHMENTS, UNDERSTANDS THEM, AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THIS ORDER FORM AND THE GOVERNING TERMS ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS AND ALL PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS ORDER FORM MAY BE EXECUTED IN MULTIPLE ORIGINAL OR ELECTRONIC COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL AND ALL OF WHICH, WHEN TAKEN TOGETHER, SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. THIS ORDER FORM IS NON-CANCELABLE UPON CUSTOMER'S SIGNATURE.

AGREED & ACCEPTED

Arms Cyber Defense, INC.	Customer
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: