

IXN SOLUTIONS LLC

MASTER SERVICES AGREEMENT

Online Click-Through Version
Effective upon electronic acceptance

This Master Services Agreement ("Agreement") is entered into between IXN Solutions LLC, a Texas limited liability company ("Provider"), and the entity or individual accepting this Agreement through an online order form, checkout process, or by using the Services ("Client"). By clicking "I Agree," executing an Order Form, or accessing any Service, Client unconditionally accepts all terms of this Agreement.

This Agreement incorporates and is subject to all applicable Order Forms, Statements of Work ("SOWs"), the Mutual Non-Disclosure Agreement set forth in Section 15, and the Data Security & Protection Addendum set forth in Section 16. In the event of a conflict between this Agreement and any Order Form or SOW, the terms of the Order Form or SOW shall control solely with respect to the specific engagement described therein.

Provider and Client are each referred to herein individually as a "Party" and collectively as the "Parties."

1. DEFINITIONS

As used in this Agreement:

- "Authorized Users" means Client's employees, contractors, and agents authorized to access or use the Services on Client's behalf.
- "Deliverables" means reports, assessments, briefings, training content, program design materials, and other work product specifically created for Client under an Order Form or SOW.
- "Order Form" means a written or electronic ordering document that incorporates this Agreement and specifies the Services, fees, and any additional terms.
- "Services" means counterintelligence advisory services, insider-threat consulting, assessments, training, program development, and related professional services described in an Order Form or SOW.
- "SOW" or "Statement of Work" means a document describing a specific project, scope, deliverables, timeline, and pricing.

2. SCOPE OF SERVICES

Provider will perform the Services described in one or more Order Forms or SOWs executed or accepted by Client. Each Order Form or SOW is incorporated herein by reference and will specify: (a) the Services and Deliverables; (b) applicable fees and payment schedule; (c) project timelines; and (d) any special conditions or requirements.

Provider reserves the right to engage qualified subcontractors to perform portions of the Services, provided that Provider remains responsible for the performance of all subcontractors and ensures they are bound by confidentiality obligations at least as protective as those in this Agreement.

Any material change to the scope of Services must be documented in a written change order signed or electronically accepted by both Parties. Provider is under no obligation to perform out-of-scope work prior to execution of a change order.

3. STANDARD OF PERFORMANCE

Provider will perform all Services in a professional and workmanlike manner consistent with industry standards applicable to counterintelligence, insider-threat, and security advisory services. All Services are advisory in nature and are based upon information available at the time of performance and Provider's professional judgment.

Provider makes no representation that the Services will detect every risk, vulnerability, or threat, or that any recommended measure will be effective in all circumstances. Client acknowledges the inherently unpredictable nature of security threats.

4. CLIENT RESPONSIBILITIES

Client's timely cooperation is a material condition of Provider's ability to perform. Client shall:

- Provide accurate, complete, and lawful information, documents, and data reasonably necessary for Provider to perform the Services.
- Ensure timely access to personnel, facilities, systems, and records as required by the applicable Order Form or SOW.
- Designate a primary point of contact with authority to make decisions on Client's behalf.
- Comply with all applicable laws and regulations in connection with information shared with Provider and Client's use of the Services and Deliverables.
- Obtain all required third-party consents before sharing any third-party information with Provider.

Provider may reasonably rely on all information provided by Client without independent verification. If Client's failure to fulfill these obligations causes delay or additional expense, Provider may, in its sole discretion, adjust timelines, fees, or both, upon notice to Client.

5. NO GUARANTEE OF SECURITY OUTCOMES

IMPORTANT — PLEASE READ CAREFULLY.

Due to the inherent unpredictability of insider threats, espionage, cyber incidents, and related security risks, PROVIDER DOES NOT GUARANTEE AND EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL PREVENT, DETECT, OR ELIMINATE ANY SECURITY INCIDENT, ESPIONAGE, SABOTAGE, FRAUD, DATA BREACH, MALICIOUS INSIDER ACTIVITY, OR ANY OTHER ADVERSE EVENT.

All Deliverables and recommendations reflect professional advisory opinions based on available information. They are not guarantees, assurances, or warranties of any outcome. Client remains solely and exclusively responsible for all decisions made in reliance upon, or independent of, Provider's recommendations, and for all operational outcomes.

6. FEES, INVOICING, AND PAYMENT

6.1 Fees

Fees are set forth in the applicable Order Form or SOW. Unless otherwise specified, all fees are stated in U.S. dollars.

6.2 Invoicing and Payment Terms

Invoices are due and payable within thirty (30) days of the invoice date ("Net 30") unless otherwise stated in the Order Form or SOW. Client shall pay all undisputed invoiced amounts by the due date.

6.3 Late Payments

Amounts not paid within thirty (30) days of the due date will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Provider may, upon ten (10) days' written notice, suspend performance of Services until all overdue amounts are paid in full. Suspension does not relieve Client of any payment obligations.

6.4 Non-Refundability

Except as expressly set forth in this Agreement, all fees are non-refundable once Services have commenced. If Provider terminates for convenience (where permitted), Provider will refund fees prepaid for Services not yet performed.

6.5 Expenses

Client shall reimburse Provider for all pre-approved, reasonable, and documented travel and out-of-pocket expenses incurred in connection with the Services. Provider will submit expense documentation with invoices. Air travel exceeding four (4) hours may be billed at business class rates unless otherwise agreed.

6.6 Taxes

Fees are exclusive of all applicable taxes. Client is responsible for all sales, use, value-added, and similar taxes (excluding taxes on Provider's net income).

6.7 Disputed Invoices

Client must notify Provider in writing of any good-faith dispute within fifteen (15) days of the invoice date, specifying the basis for the dispute. Undisputed portions must be paid by the due date. The Parties shall work in good faith to resolve disputes within thirty (30) days.

7. INTELLECTUAL PROPERTY

7.1 Provider IP

Provider retains all right, title, and interest in and to: (a) all methodologies, frameworks, tools, templates, checklists, training materials, and other proprietary content developed independently of this Agreement ("Provider IP"); and (b) any improvements, enhancements, or derivatives of Provider IP created in connection with the Services. No rights in Provider IP are transferred to Client under this Agreement.

7.2 Deliverables License

Subject to full payment of all fees, Provider grants Client a non-exclusive, non-transferable, non-sublicensable license to use Deliverables solely for Client's internal business purposes. Client may not resell, sublicense, publish, or otherwise disclose Deliverables to third parties without Provider's prior written consent.

7.3 Client Data

Client retains all right, title, and interest in and to data, materials, and information provided by Client ("Client Data"). Provider may use Client Data solely to perform the Services.

7.4 Aggregated Data

Provider may use aggregated, de-identified, and anonymized data derived from the Services for internal research, product improvement, analytics, and industry reporting, provided that such data cannot reasonably identify Client or any individual.

8. DELIVERABLES AND ACCEPTANCE

Deliverables are advisory tools intended to support Client's decision-making. Unless an Order Form or SOW specifies a written acceptance procedure with defined acceptance criteria, Deliverables will be deemed accepted upon delivery.

Where a formal acceptance period is specified, Client shall review and either accept or provide written notice of material deficiencies within the stated period. Provider will use commercially reasonable efforts to remediate confirmed deficiencies. Failure to provide written notice of deficiencies within the acceptance period constitutes acceptance.

9. REPRESENTATIONS AND WARRANTIES

9.1 Provider Represents and Warrants

Provider represents and warrants that: (a) it has the legal authority to enter into this Agreement; (b) it will perform the Services in compliance with all applicable federal, state, and local laws; and (c) to Provider's knowledge, the Services and Deliverables, as delivered, will not infringe the intellectual property rights of any third party.

9.2 Client Represents and Warrants

Client represents and warrants that: (a) it has the legal authority to enter into this Agreement; (b) all information provided to Provider is accurate and complete to the best of Client's knowledge; (c) Client owns or has the right to share all data and materials provided to Provider; and (d) Client's use of the Services and Deliverables will comply with all applicable laws and regulations.

9.3 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" BASED ON AVAILABLE INFORMATION AND PROFESSIONAL JUDGMENT.

10. LIMITATION OF LIABILITY

10.1 EXCLUSION OF CONSEQUENTIAL DAMAGES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PROVIDER, ITS MEMBERS, OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF BUSINESS, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 AGGREGATE CAP

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO A SPECIFIC ORDER FORM OR SOW WILL NOT EXCEED

THE TOTAL FEES ACTUALLY PAID BY CLIENT UNDER THAT ORDER FORM OR SOW DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

10.3 ESSENTIAL BASIS

The Parties acknowledge that the limitations of liability set forth in this Section 10 reflect a reasonable allocation of risk and are an essential element of the basis of the bargain between the Parties. Provider would not have entered into this Agreement without these limitations.

10.4 EXCEPTIONS

Nothing in this Section 10 limits liability for: (a) a Party's fraud or willful misconduct; (b) Client's indemnification obligations under Section 11; or (c) either Party's obligations under the Mutual NDA (Section 15).

11. INDEMNIFICATION

11.1 Client Indemnification of Provider

Client shall defend, indemnify, and hold harmless Provider and its members, officers, employees, agents, and subcontractors (collectively, "Provider Indemnitees") from and against any and all third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Any inaccuracy, incompleteness, or unlawfulness in information or materials provided by Client to Provider;
- Client's misuse, misinterpretation, or unauthorized disclosure of Deliverables;
- Client's implementation of, or failure to implement, Provider's recommendations;
- Client's breach of this Agreement or any applicable law;
- Any claim by Client's employees, contractors, or third parties arising from Client's actions or decisions in connection with the Services.

11.2 Provider Indemnification of Client

Provider shall defend, indemnify, and hold harmless Client and its officers, directors, employees, and agents from and against any third-party claims alleging that the Services or Deliverables, as delivered by Provider and used in accordance with this Agreement, infringe or misappropriate any U.S. intellectual property right of a third party.

11.3 Indemnification Procedure

The indemnified Party must: (a) promptly notify the indemnifying Party in writing of any claim; (b) grant the indemnifying Party sole control of the defense and settlement; and (c) provide reasonable cooperation. The indemnifying Party may not settle any claim that imposes liability or obligation on the indemnified Party without prior written consent.

12. TERM AND TERMINATION

12.1 Term

This Agreement commences upon Client's acceptance and remains in effect until all Order Forms and SOWs have been completed or terminated, unless earlier terminated as provided herein.

12.2 Termination for Cause

Either Party may terminate this Agreement or any Order Form or SOW upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice specifying the breach in reasonable detail.

12.3 Termination for Insolvency

Either Party may terminate immediately upon written notice if the other Party: (a) becomes insolvent; (b) makes a general assignment for the benefit of creditors; (c) has a receiver appointed; or (d) files or has filed against it a petition in bankruptcy that is not dismissed within sixty (60) days.

12.4 Termination for Convenience

Either Party may terminate any Order Form or SOW for convenience upon thirty (30) days' written notice. In the event of termination for convenience by Client, Client shall pay for all Services performed through the effective date of termination plus any non-cancellable expenses incurred by Provider. In the event of termination for convenience by Provider, Provider shall refund any prepaid fees for Services not yet performed.

12.5 Effect of Termination; Survival

Termination does not relieve Client of the obligation to pay for Services rendered prior to termination. The following provisions survive termination or expiration: Sections 1, 5, 6 (fees earned), 7, 9.3, 10, 11, 13, 14, 15, 16, and 17.

13. INDEPENDENT CONTRACTOR

Provider performs the Services as an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or fiduciary relationship between the Parties. Provider's personnel are not Client's employees and are not entitled to any employment benefits from Client. Provider has sole responsibility for paying its employees and subcontractors and for complying with all applicable employment and tax laws.

14. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION

14.1 Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-law principles.

14.2 Mandatory Venue

Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Comal County, Texas. Each Party irrevocably consents to the personal jurisdiction of such courts and waives any objection to venue.

14.3 Informal Resolution

Before initiating formal legal proceedings, the Parties agree to attempt to resolve any dispute through good-faith negotiation for a period of thirty (30) days following written notice of the dispute, unless emergency injunctive relief is required.

14.4 Attorneys' Fees

In any dispute arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party.

14.5 Injunctive Relief

Each Party acknowledges that a breach of the confidentiality obligations in Section 15 may cause irreparable harm for which monetary damages would be an inadequate remedy. Either Party may seek immediate injunctive or other equitable relief in any court of competent jurisdiction without the requirement to post bond.

15. MUTUAL NON-DISCLOSURE AGREEMENT

15.1 Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), whether in written, oral, electronic, or other form, that is designated as confidential at the time of disclosure or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation: business strategies, financial information, personnel matters, security assessments, methodologies, client lists, technical data, threat intelligence, and trade secrets.

15.2 Obligations of Receiving Party

The Receiving Party shall: (a) hold all Confidential Information in strict confidence using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care; (b) not disclose Confidential Information to any third party except to its employees, contractors, and advisors with a need to know who are bound by obligations at least as protective as this Section 15; (c) use Confidential Information solely for the purpose of performing or receiving the Services; and (d) promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of Confidential Information.

15.3 Exclusions

Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was already known to the Receiving Party at the time of disclosure, as evidenced by written records; (c) is independently developed by the Receiving Party without use of Confidential Information; or (d) is lawfully received from a third party without restriction on disclosure.

15.4 Compelled Disclosure

If the Receiving Party is legally compelled to disclose Confidential Information by court order, government demand, or applicable law, it shall, to the extent legally permitted: (a) provide the Disclosing Party with prompt prior written notice; (b) cooperate with the Disclosing Party in seeking a protective order or other appropriate relief; and (c) disclose only the minimum amount of information legally required.

15.5 Return or Destruction

Upon the Disclosing Party's written request or upon termination of this Agreement, the Receiving Party shall promptly return or destroy all tangible Confidential Information and certify such destruction in writing, except as required by law or regulation.

15.6 Duration

Confidentiality obligations survive for five (5) years following the later of the termination or expiration of this Agreement or the last disclosure of Confidential Information, except that obligations with respect to trade secrets shall continue for as long as such information constitutes a trade secret under applicable law.

16. DATA SECURITY & PROTECTION ADDENDUM

16.1 Provider Security Controls

Provider shall maintain commercially reasonable administrative, physical, and technical security controls appropriate for a professional services firm handling advisory and security-related information. Such controls shall be designed to protect against unauthorized access, use, alteration, loss, or destruction of Client Data.

16.2 Restrictions on Sensitive Data

Client shall not transmit or provide to Provider any of the following categories of information unless the Parties have executed a separate written addendum specifically authorizing such transmission and establishing applicable handling requirements: (a) Protected Health Information ("PHI") as defined under HIPAA; (b) cardholder data subject to PCI DSS; (c) classified national security information; (d) information controlled under ITAR, EAR, or other export control regulations; (e) personal data of EU/EEA residents subject to GDPR; or (f) other highly regulated data categories under applicable law.

16.3 Data Ownership and Use

Client retains all right, title, and interest in and to Client Data. Provider may access, process, and store Client Data solely as necessary to perform the Services. Provider will not sell, rent, or otherwise transfer Client Data to third parties.

16.4 Data Breach Notification

In the event of a confirmed unauthorized access to, or disclosure of, Client Data within Provider's possession or control, Provider shall notify Client without unreasonable delay and in no event later than seventy-two (72) hours after Provider's confirmation of the breach, unless prohibited by law enforcement. Such notice shall include: (a) a description of the nature of the incident; (b) the categories and approximate number of records affected; and (c) the measures taken or planned to address the incident.

16.5 Data Retention and Deletion

Provider shall retain Client Data only for as long as necessary to perform the Services, unless a longer retention period is required by applicable law. Upon expiration or termination of this Agreement, Provider shall delete or return Client Data upon Client's written request, subject to any legally required retention obligations.

17. GENERAL PROVISIONS

17.1 Force Majeure

Neither Party shall be liable for any delay or failure to perform its obligations (other than payment obligations) caused by events beyond its reasonable control, including natural disasters, acts of war, terrorism, government actions, labor disputes, cyberattacks on critical infrastructure, or failures of third-party service providers. The affected Party shall notify the other Party promptly and use commercially reasonable efforts to resume performance. If a force majeure event continues for more than sixty (60) days, either Party may terminate the affected Order Form or SOW upon written notice.

17.2 Notices

All notices required under this Agreement must be in writing and delivered by: (a) email with confirmed receipt; (b) overnight courier; or (c) certified mail, return receipt requested. Notices to Provider shall be sent to: IXN Solutions LLC, [Address], Comal County, Texas, [Zip]; legal@ixnsolutions.com. Notices to Client shall be sent to the address provided in the applicable Order Form.

17.3 Assignment

Client may not assign this Agreement or any rights or obligations hereunder without Provider's prior written consent. Provider may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets upon written notice to Client. Any assignment in violation of this Section is void. This Agreement binds and inures to the benefit of the Parties' permitted successors and assigns.

17.4 Waiver

No waiver of any right or remedy under this Agreement shall be effective unless in writing. Failure or delay by either Party to exercise any right shall not be deemed a waiver of that right.

17.5 Severability

If any provision of this Agreement is found invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

17.6 Non-Solicitation

During the term of this Agreement and for one (1) year following its termination or expiration, Client shall not, directly or indirectly, solicit, recruit, or hire any employee, contractor, or subcontractor of Provider who was involved in the performance of Services. In the event of a violation, Client shall pay Provider a fee equal to six (6) months of the applicable individual's compensation as liquidated damages, which the Parties agree represents a reasonable estimate of damages.

17.7 Non-Disparagement

During the term and for two (2) years following termination or expiration, neither Party shall make, publish, or encourage any materially false, misleading, or disparaging statements about the other Party, its products, services, employees, or business practices.

17.8 Publicity

Neither Party shall use the other Party's name, logo, trademarks, or service marks in any press release, marketing material, case study, or public statement without the other Party's prior written consent.

17.9 Entire Agreement and Amendments

This Agreement, together with all incorporated Order Forms, SOWs, and addenda, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior proposals, negotiations, representations, or understandings, whether written or oral. This Agreement may only be amended by a written instrument signed or electronically accepted by authorized representatives of both Parties. Notwithstanding the foregoing, Provider may update the terms of this Agreement by providing thirty (30) days' advance written notice; Client's continued use of Services after the effective date of the update constitutes acceptance.

17.10 Counterparts and Electronic Acceptance

This Agreement may be executed in counterparts, each of which constitutes an original. Electronic acceptance — including clicking "I Agree," checking a box, or executing an online Order Form — constitutes a binding electronic signature enforceable under the Electronic Signatures in Global and National Commerce Act (E-SIGN), the Uniform Electronic Transactions Act (UETA), and other applicable law.

17.11 No Third-Party Beneficiaries

This Agreement is for the sole and exclusive benefit of the Parties and their permitted successors and assigns. Nothing herein creates any rights in any third party.

17.12 Export Compliance

Client shall comply with all applicable U.S. export control laws and regulations, including ITAR and EAR, in connection with any information shared with Provider. Client represents and warrants that it is not a prohibited party under applicable export control or sanctions laws.

ACKNOWLEDGMENT OF ACCEPTANCE

BY CLICKING "I AGREE," EXECUTING AN ORDER FORM, OR ACCESSING THE SERVICES, CLIENT ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT. IF CLIENT IS ACCEPTING ON BEHALF OF AN ENTITY, CLIENT REPRESENTS THAT IT HAS THE AUTHORITY TO BIND THAT ENTITY.

IXN SOLUTIONS LLC

A Texas Limited Liability Company

Authorized Signature

Name / Title / Date