

ASYBAL MASTER SERVICE AGREEMENT

Effective Date:			
Parties:			
"Sybal"	Sybal Corp	"Client"	
Address for Legal Notices:			
Address:	11810 Grand Park Ave., Suite 500, N. Bethesda, MD 20852	Address:	
Attn:	Christine Sanni	Attn:	

RECITALS

- A.** Sybal has created a Platform (defined below), called PleiadesGOSM that provides access to third party services licensed to Sybal for reselling and its Proof of Governance[®] software that establishes a digital twin of governing documents and provides – continuous analysis of policy enforceability and effectiveness, while detecting anomalies to mitigate risk in real-time across regulated workloads.
- B.** The parties in the table above (“**Parties**”) desire to enter into an agreement pursuant to the terms and conditions of this Master Service Agreement (“**Agreement**”) for Sybal to provide its Platform to Client effective as of the Effective Date.

NOW, THEREFORE, intending to be legally bound hereby, and in consideration of the Recitals, which are incorporated herein by this reference, and the promises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument. For purposes of this Agreement, any executed copy of this Agreement made by reliable electronic means (e.g., electronic signature, photocopy, pdf, etc.) and delivered to the other Party via email is deemed an original.

Sybal			
By:		By:	
Print Name:	Christine Sanni	Print Name:	
Print Title:	Founder	Print Title:	
Date:		Date:	

I. PLATFORM SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS.

1. Platform License Grant.

(a) By executing this Agreement and after paying the appropriate Platform Fees (as set forth herein), and electing to subscribe to the Platform, Client may access the Platform during the Term. In consideration of paying such Platform Fees and subject to the terms and conditions of this Agreement, Sybal grants to Client and Client accepts from Sybal, a limited, non-exclusive, non-transferable right to access, use, and display the Platform solely for its internal business purposes.

(b) Sybal agrees to provide the Platform services to Client in a professional, workmanlike manner, and in accordance with industry standards.

2. Platform Security. Sybal shall maintain commercially reasonable security over the Platform as defined by industry standards.

3. Failure to Abide by Conditions. Should Client breach any of the terms or conditions in this Agreement, or any of its obligations herein, Client understands, and acknowledges that Sybal has the right, but not the obligation, to suspend or terminate Client's access to the Platform upon notice of breach. For clarity, Sybal reserves the right to: (i) suspend or terminate Client's access to the Platform or (ii) bring a lawsuit against Client if it determines that Client fails to timely pay Platform Fees, or has provided false data or manipulated data in the Platform.

4. Accessibility/Performance. During the Term (as defined below), Sybal shall use commercially reasonable efforts to make the Platform available on a 24x7 basis (twenty-four hours per day, seven days per week), except for: (i) scheduled system back-up or other on-going maintenance as required and scheduled in advance by Sybal, or (ii) any Force Majeure Event beyond the reasonable control of Sybal. Client

understands and agrees that issues or problems related to the access and/or use of the Platform may occur from time to time, and Sybal will not have breached, or be deemed to have breached, this Agreement should Client be unable to access or use the Platform at all times.

5. Client's Obligations.

(a) Client is at all times responsible for providing true and accurate information for the purposes of providing system analysis and computation in connection with the Platform.

(b) Client understands and acknowledges that the Platform requires at all times the current version of the Client's doctrine and access to the system data governed by the policy doctrine in order for the Platform to conduct its analysis.

(c) Client understands and acknowledges that Sybal does not draft policy. Any system recommendations generated by the Platform require approval by Client.

(d) During the Term, Client agrees to fully abide by the terms and conditions in this Agreement with respect to the Platform. Except as set forth herein, or authorized by Sybal in writing, Client may not: (i) authorize the use of the Platform to third parties; (ii) modify, adapt, or create derivative works from any part of the Platform; (iii) reverse engineer, decompile or disassemble the Platform, or any part thereof, or attempt to locate or obtain its or their source code; (iv) attempt to alter or remove any patent number, trademark, copyright or other proprietary notice contained within the Platform; (v) violate any applicable laws, rules or regulations in connection with Client's access or use of the Platform, including, without limitation, in any manner that condones any activities in violation of law or (vi) access or use the Platform from a prohibited location in violation of U.S. trade and economic sanctions as established by the U.S. Department of the Treasury, Office of Foreign Assets Control, or any other U.S. governmental

authority. Further, except as specifically authorized by the Sybal, Client shall not use or authorize others to use the Platform to operate a service bureau or similar service. Client shall not delegate or subcontract any of its obligations pursuant to this Agreement.

(e) During the Term, Client shall be responsible for executing any agreement with the Platform's Third Party Service Providers. Further, Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Platform, including, without limitation, modems, hardware, servers, software, operating systems, networking, Wi-Fi, web servers, and the like (collectively, "Equipment"). Client also shall be responsible for maintaining the security of the Equipment and Client's account and files.

(f) Client represents and warrants that it accepts sole and complete responsibility for the use of the Platform to achieve its intended results.

6. Fees.

(a) During the Term, and in consideration of access to the Platform, Client shall pay to Sybal the non-refundable Platform access fees (collectively, "Platform Fees") based on the usage the Client requested from the Platform's admin page.

(b) Subject to credit approval, all Platform Fee payments are due within 30 days from date of invoice. All payments shall be made without abatement, deduction, discount or setoff. Late payments are subject to a service charge of the lesser of 1.5% per month or the highest rate permitted under applicable law. Client shall be liable for all costs and expenses related to collection of past due amounts, including, without limitation, attorneys' fees and costs.

(c) Client shall pay taxes associated with the use of the Platform or Services (if any), however

designated or levied, including, without limitation, state and local sales, use and any taxes or amounts in lieu thereof paid or payable by Sybal in respect of the foregoing.

(d) During the Term, Client understands that Sybal may adjust the Platform Fees at any time by providing Client with at least thirty (30) days' prior, written notice.

II. GENERAL TERMS.

1. Definitions.

(a) "Confidential Information" means all information designated as such and shared by or on behalf of one Party to the other Party and/or information derived from the Platform, whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing. "Confidential Information" does not include information which: (i) is known by the Recipient prior to receipt from Discloser, without any obligation of confidentiality; (ii) becomes known to the Recipient directly or indirectly from a source other than one having an obligation of confidentiality to Discloser; (iii) lawfully becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by Recipient without use of or access to the Discloser's Confidential Information.

(b) "Documentation" means the user guides, online help, release notes, training materials and other documentation provided or made available by Sybal to Client under this Agreement.

(c) "Force Majeure Event" means any circumstances which are unforeseeable, and beyond the reasonable control of the Party affected, including but not limited to: (i) any act of God, lightning, storm, flood, fire, earthquake, adverse weather conditions, pandemics and epidemics; (ii) theft, malicious damage, strike, lockout or other labor difficulty; (iii) act of the

public enemy, war (declared or undeclared), sabotage, explosion, blockade, acts of terrorism and events directly related to such acts, revolution, riot, insurrection, and civil commotion; (iv) any act (including refusal or revocation of a license or consent) by any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity; and (v) Internet service provider or hosting facility failures or delays, hardware, software or power system failures, or acts undertaken by third parties, including without limitation denial of service attacks, embargo, power outage or water shortage.

(d) “Platform” means that Platform as a Service and related functionality provided by Sybal to Client for the purpose of providing Proof of Governance®, specifically, (i) real-time AI governance, (ii) detection of anomaly behavior of Client’s event data governed by policy, and (iii) analysis of the enforceability of Client’s policy for risk mitigation across any workload connected to the system.

(e) “Sybal IP” means any patents, inventions, improvements, software, its codes, sequences, derivative works, organizational structure, interfaces, Documentation, copyrights, database rights, trade secrets, service marks, trademarks, trade names (whether registered or unregistered) and the goodwill of the business associated with such service marks, trademarks or trade names, or other related materials owned by, or licensed to, Sybal.

(f) “Term” means the term of this Agreement as set forth on the SOW beginning on the Effective Date and continuing until the Agreement is terminated under Section II(2) below.

(g) “Third Party Applications” means the third party applications that Sybal uses to provide the Platform and certain services under this Agreement, e.g., RedHat OpenShift, NVIDIA and the like.

(h) “Third Party Service Providers” means persons or entities who provide services to Sybal in connection with its Platform and who are not affiliated with Sybal or employees of Sybal.

2. Term / Termination.

(a) The Agreement shall continue in full force and effect for the Term. At the Expiration of the Term, the Parties may negotiate a renewal to this Agreement. Client may terminate this Agreement at any time by providing notice to Sybal. Sybal may terminate this Agreement without cause by providing thirty (30) days’ prior, written notice to Client. If Client terminates this Agreement before the end of the term, Client understands and acknowledges that it will not receive any refund of Platform Fees prepaid, even if Client prepaid for multiple years and will be subject to early termination fees.

(b) Notwithstanding anything to the contrary herein, a Party will be in default of this Agreement if that Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching Party. If a Party is in default, the non-breaching Party may terminate this Agreement or seek any other remedies available at law or in equity, including without limitation, suing for damages.

3. Effect of Termination.

(a) Upon termination of this Agreement for any reason, (i) all rights and subscription licenses granted to Client shall immediately terminate, (ii) Client’s access to the Platform will be immediately terminated, (iii) Client will immediately have no further access to the Platform, and (iv) each Party shall promptly return to the other Party, its Confidential Information, or certify to its destruction, provided, that the Recipient of Confidential Information shall not be required to destroy or return Confidential Information to the Discloser to the extent that it is backed-up on electronic information

management and communication systems or servers that cannot reasonably be destroyed or returned.

(b) Sections I(6), II(1), II(1), II(3), II(5), II(6) (a) – (c), II(6) (f) and II(7) – (10) shall survive termination of this Agreement.

4. Representations and Warranties. Each Party represents and warrants to the other Party that (a) such Party has the full right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to perform the acts required of it hereunder, and (b) this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms. Further, Sybal represents and warrants to Client that Sybal has all necessary rights in the Platform to perform this Agreement in accordance with its terms.

5. Intellectual Property Rights. Client acknowledges that all right, title, and interest in and to the Platform, including any Sybal IP, is, and at all times shall remain, the sole and exclusive property of Sybal or its authorized licensors. The Platform and Sybal IP are protected by patent, copyright and other intellectual property laws and treaties, and as such all right, title, and interest in and to the Platform and Sybal IP is owned exclusively by Sybal or its authorized licensors. Except the right to use the Platform as expressly provided herein, this Agreement does not grant to Client, or be deemed to grant to Client, any rights to, or in, the Platform or Sybal IP.

6. Disclaimers and Limitation of Liability.

(a) Client hereby consents that Sybal may use Artificial Intelligence or Third Party Applications as it deems necessary or desirable in connection with the Platform or to provide the services under this Agreement. Accordingly, Sybal shall not be limited or restricted in adding or deleting services without notice to Client. Further, Sybal is not liable for any solutions provided by Third Party Service Providers or Third

Party Applications that are no longer available in the Platform, either because Sybal has ended its relationship with the Third Party Service Provider or because a Third Party Application is no longer available.

(b) Client understands and acknowledges that Sybal does not adjudicate compliance. Clients are required to accept responsibility for any governing document ingested or created in Proof of Governance®. Further, Client understands and acknowledges that Sybal shall not be held liable for Client's failure to act on any recommendation or actions taken after a recommendation is presented by the Platform.

(c) Client understands and acknowledges that Sybal is not responsible for any reason or under any legal theory as to the availability of Client's doctrine and data being analyzed by the Platform.

(d) CLIENT ACKNOWLEDGES AND AGREES THAT EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH IN THIS AGREEMENT, SYBAL EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED AND WHETHER ARISING BY LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

(e) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SYBAL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR LIKE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AUDIT FAILURE, NON-COMPLIANCE EVENTS OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF CLIENT'S USE OF OR INABILITY TO ACCESS

AND USE THE PLATFORM, WHETHER BASED UPON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SYBAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ABOVE LIMITATION SHALL NOT APPLY FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD. Client acknowledges and agrees that under no circumstances shall Sybal be liable to Client for any loss, costs, expenses, or damages in an amount exceeding ten thousand U.S. dollars (\$10,000.00).

(f) To the best of the knowledge of Sybal, the Platform does not, and will not, contain any virus, lockup program or device or malicious code, including, without limitation, code that would permit Sybal or any third-party to access, disable, damage or impair Client's business.

(g) Sybal shall use all commercially reasonable efforts to provide accurate and fit for purpose data security and systems security for the Platform, which includes system level access security measures and data-level access security measures. Sybal shall actively maintain security of the Platform through a combination of application-level preventative checks and web-site exposure prevention. However, these measures do not guarantee that the Platform will be completely secure against unauthorized persons who breach its security procedures. For this reason, Sybal shall not be responsible for any unauthorized or illegal access or use of the Platform, in any manner, including any adverse results therefrom.

(h) In the event Client breaches or attempts to breach any of the restrictions set forth in Section I(5) (d) herein or the confidentiality provisions set forth in Section II(8) of this Agreement, Client hereby acknowledges that monetary remedies may be inadequate to fully compensate Sybal for such breach or attempted breach. Accordingly, in such case, and not excluding any other remedy at law, Sybal

shall have the right, in addition to such other remedies that may be available, to seek injunctive relief enjoining such breach or attempted breach by Client without the requirement to show actual damages or post a bond or other security.

(i) Notwithstanding anything to the contrary herein, **Sybal** reserves the right to suspend Client's access to the Platform in the event Client's use of the Platform represents an imminent threat to Sybal's network, or if directed by a court of competent jurisdiction or other competent authority.

7. Indemnification. Each Party agrees to indemnify, defend and hold harmless the other Party, its officers, directors, employees, agents and affiliates from any and all third party loss, claim, liability, cost, damage or expense, including without limitation, costs of litigation and reasonable attorneys' fees (collectively "**Damages**") arising out of or by reason of: (i) any breach of such Party's representations, warranties or covenants under this Agreement, (ii) any act or omission by such Party which is a violation of applicable statutes, laws or regulations, or (iii) such Party's gross negligence or willful misconduct.

8. Confidential Information.

(a) Each Party has disclosed, and may further disclose certain Confidential Information (the "**Discloser**") to the other Party (the "**Recipient**"), that Discloser desires Recipient to treat as confidential. Recipient shall not use any Confidential Information of Discloser for any purpose except in connection with its obligations under this Agreement. Recipient shall not disclose any Confidential Information of Discloser to third parties or to Recipient's employees, except that Recipient may disclose Discloser's Confidential Information to those of its employees who have a need to know such information in connection with Recipient's obligations under this Agreement. Recipient shall not reverse engineer, disassemble, or decompile any prototypes, software, samples, or other

tangible objects that embody Discloser's Confidential Information and that are provided to Recipient under this Agreement.

(b) The Recipient: (i) shall have in place reasonable security precautions to protect the Confidential Information from unauthorized reproduction or disclosure using the same protections Recipient uses to protect its own confidential information, (ii) shall restrict reproduction or disclosure of such Confidential Information to its personnel who have a need to know such Confidential Information and are informed by Recipient of the confidential nature of the Confidential Information and the obligations relating thereto as set forth in this Agreement and agree to such obligations, and (iii) shall not reproduce or disclose the Confidential Information to any third-party without the Discloser's prior written consent.

(c) If Recipient becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, Recipient will provide Discloser prompt written notice, if legally permissible, and will use its best efforts to assist Discloser in seeking a protective order or another appropriate remedy to keep such information confidential. If Discloser waives Recipient's compliance with this Agreement or fails to obtain a protective order or other appropriate remedy, Recipient will furnish only that portion of the Confidential Information that is legally required to be disclosed; provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

(d) Notwithstanding anything to the contrary above, Client understands and acknowledges that all meta data generated by the Platform is solely owned by Sybal and Sybal shall have full legal right to use its meta data at its sole discretion including but not limited to learning and improving the Platform.

9. Miscellaneous.

(a) The Parties hereto are independent contractors. Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties or authorize either Party to act as an agent for the other. No term or provision of this Agreement is for the benefit of any person who is not a Party hereto and no such Party will have any right or cause of action hereunder.

(b) Notice will be deemed given upon receipt of the notice. Any notices to be given by either Party under this Agreement will be sent by United States Postal Service, postage prepaid, certified, return receipt requested, or delivered by email (with confirmed receipt).

(c) Notices to Sybal and/or Client will be addressed as set forth on the Cover Page, unless a Party hereto provides written notice of a change of address to the other Party.

(d) This Agreement shall be governed exclusively by the laws of the State of Maryland, USA, without regard to its conflicts of laws rules.

(e) The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between officers of each of the Parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within thirty (30) days from the date on which either Party has served written notice on the other of the dispute or claim, then any action under or concerning such dispute or claim shall be brought exclusively in the state or federal courts sitting in Maryland, whichever has subject matter jurisdiction. The Parties irrevocably agree and consent that either forum referenced above is convenient and has jurisdiction over the Parties to hear and decide any and all such actions. Each Party expressly waives any argument that either court is improper, or such jurisdiction or forum is inconvenient. The Parties agree that the substantially prevailing Party shall be entitled to

collect from the other Party all costs incurred in such dispute, including reasonable attorneys' fees to the extent awarded by the court.

(f) Each Party irrevocably waives, to the maximum extent permitted by law, all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement. If a Party fails to withdraw a request for a jury trial in a lawsuit arising out of this Agreement after written notice by the other Party in violation of this Section, the Party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the other Party in contesting the request for jury trial, and such amounts shall be awarded by the court in adjudicating the motion.

(g) The Section headings in this Agreement are for convenience only and they form no part of the Agreement and shall not affect the interpretation thereof. Where text requires, words in the singular will be deemed to include the plural and vice-versa, and words of any gender will be deemed to include all genders. This Agreement has been executed in English, and the rules of construction and definitions of the English language shall apply in interpreting this Agreement.

(h) If any provision of this Agreement shall be held illegal, void, or unenforceable, the remaining portions shall remain in full force and effect.

(i) The delay or failure of either Party to exercise any right under this Agreement or to take action against the other Party in the event of any breach of this Agreement shall not constitute a waiver of such right, or any other right, or of such breach, or any future breaches, under this Agreement.

(j) Client shall not assign or transfer this Agreement without the prior, written consent of Sybal. Sybal may assign its rights and obligations under this Agreement to any person or entity without consent of Client by providing Client with

written notice within sixty (60) days following such assignment.

(k) Except for the payment of Platform Fees, which can never be excused by a Force Majeure Event, the Parties will not be held responsible for any Force Majeure Event preventing its performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the reasonable control of the Parties. Should a Force Majeure Event occur, then Sybal may, at its sole and absolute discretion, provide the services to Client virtually.

(l) Each Party warrants to the other Party that it will comply with all U.S. and foreign export and re-export restrictions applicable to the Platform. Client agrees that at all times it will remain in compliance with all applicable laws, rules, and regulations in connection with the use of the Platform in the countries or other jurisdictions in which Client resides.

(m) This Agreement, together with the Platform's admin page, which are incorporated herein by this reference, constitutes the entire agreement between the Parties and supersedes any and all prior or contemporaneous understandings or agreements whether written or oral. No additional or conflicting terms in any Client correspondence is binding upon Sybal, unless signed by Sybal. The terms of this Agreement apply regardless of any such additional or conflicting terms submitted by Client in any manner to Sybal, and any such additional or conflicting terms are deemed rejected by Sybal. No amendment or modification of this Agreement will be binding unless reduced to a writing signed by duly authorized representatives of the Parties and such writing makes specific reference to this Agreement and its intention as an amendment hereto. The terms and conditions of this Agreement (including any perceived ambiguity herein) shall not be construed in favor of, or against, either Party by reason of the extent to

which either Party or its professional advisors participated in the preparation of this Agreement.

(n) Client agrees that Sybal may add Client's name and logo (subject to Client's branding

policies) to Sybal's client list for marketing purposes, including use on Sybal's website. The scope of work performed for Client by Sybal will not be publicized nor will Sybal issue any press release without prior approval by Client.