

# MASTER SERVICES AGREEMENT

Effective date: January 10, 2026

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This Master Services Agreement ("Agreement") is effective as of January 10, 2026 (the "Effective Date") by and between **Security Research Group LLC**, a Delaware limited liability company ("SRG," "we," or "us"), and the client identified on the signature page or an applicable Statement of Work ("Client," "you"). SRG and Client are each a "Party" and together the "Parties."

## 1. Structure of This Agreement

**1.1 Framework.** This Agreement sets out the general terms that govern all services SRG provides to Client. The specific services, deliverables, fees, and timing for each engagement will be described in one or more separate **Statements of Work** ("SOW") executed by both Parties. Each SOW is governed by and incorporated into this Agreement.

**1.2 Order of Precedence.** If there is a conflict between this Agreement and an SOW, this Agreement controls unless the SOW expressly states that it modifies a specific section of this Agreement for that engagement only.

**1.3 No Obligation.** This Agreement does not by itself obligate Client to purchase, or SRG to provide, any services. Obligations arise only when a SOW is signed.

## 2. Services

**2.1 Performance.** SRG will perform the services described in each SOW (the "Services") in a professional and workmanlike manner consistent with applicable industry standards.

**2.2 Service Categories.** The Services may include cybersecurity advisory, compliance and regulatory readiness (including SOC 2 and similar frameworks), assessments, investigations and disputes support, and related professional services, each as further described in the applicable SOW.

**2.3 Client Cooperation.** Client will provide timely access to the information, personnel, systems, and resources reasonably necessary for SRG to perform the Services. SRG's ability to perform, and any timelines, depend on Client's reasonable cooperation. Delays caused by Client are not SRG's responsibility.

**2.4 Client Responsibility for Decisions.** SRG may provide findings, recommendations, and guidance. Client is solely responsible for decisions about whether and how to implement them. SRG is not responsible for outcomes resulting from Client's implementation decisions or from Client's failure to act on recommendations.

## 3. The Risk Zero Platform

**3.1 Provision at No Charge.** As a convenience to support an engagement, SRG may make available to Client its "Risk Zero" platform (the "Platform") at no additional charge. The Platform is used to manage the engagement, to allow Client to upload documents and evidence, and to deliver artifacts SRG creates. The Platform is provided solely in connection with active Services and is not a standalone product.

**3.2 Limited License.** Subject to this Agreement, SRG grants Client a limited, non-exclusive, non-transferable, revocable right to access and use the Platform during the term of the applicable engagement, solely for Client's internal use in connection with the Services.

**3.3 No Fee; No Guarantee of Availability.** Because the Platform is provided at no charge and as a convenience, SRG does not guarantee its availability, uptime, or uninterrupted operation. SRG may modify, suspend, or discontinue the Platform at any time. Client should retain its own copies of any documents or evidence it uploads and any artifacts it receives. SRG is not liable for any loss arising from Platform unavailability, and Client should not rely on the Platform as its sole repository for any material.

**3.4 Acceptable Use.** Client will not (a) attempt to gain unauthorized access to the Platform or its underlying systems; (b) interfere with or disrupt the Platform; (c) upload malicious code; (d) use the Platform other than in connection with the Services; or (e) reverse engineer or copy the Platform. SRG's Vulnerability Disclosure Policy governs good-faith reporting of security issues in SRG's systems.

**3.5 Client Content.** Documents, evidence, and other materials Client uploads to the Platform ("Client Content") remain Client's property. Client is responsible for the accuracy and lawfulness of Client Content and for ensuring it has the right to upload it. Section 7 (Confidentiality) and Section 8 (Data Handling and Security) govern how SRG handles Client Content.

## 4. Fees and Payment

**4.1 Fees.** Client will pay the fees stated in each SOW. Unless the SOW states otherwise, fees are invoiced as set out in the SOW and are due within thirty (30) days of the invoice date.

**4.2 Expenses.** Client will reimburse reasonable, pre-approved out-of-pocket expenses where the SOW provides for them.

**4.3 Taxes.** Fees are exclusive of taxes. Client is responsible for applicable sales, use, or similar taxes, excluding taxes on SRG's net income.

**4.4 Late Payment.** Undisputed amounts not paid when due may accrue interest at the lower of 1.5% per month or the maximum rate permitted by law. SRG may suspend Services or Platform access for non-payment of undisputed amounts after reasonable written notice.

## 5. Intellectual Property and Work Product

**5.1 SRG Background IP.** SRG owns and retains all rights in its pre-existing materials, methodologies, tools, software (including the Platform), templates, and know-how, and any improvements to them ("SRG Materials"). Nothing in this Agreement transfers ownership of SRG Materials to Client.

**5.2 Deliverables.** Subject to Client's payment of applicable fees, SRG grants Client a perpetual, non-exclusive license to use the final written deliverables and artifacts SRG creates for Client under an SOW (the "Deliverables") for Client's internal business purposes. To the extent a Deliverable incorporates SRG Materials, those SRG Materials remain owned by SRG and are licensed, not assigned.

**5.3 Client Materials.** Client retains all rights in Client Content and any materials it provides. Client grants SRG a limited license to use such materials solely to perform the Services and provide the Platform.

**5.4 Aggregated/De-identified Data.** SRG may use aggregated and de-identified information derived from engagements to improve its services and methodologies, provided such information does not identify Client or any individual and does not include Client Content in identifiable form.

## 6. Term and Termination

6.1 **Term.** This Agreement begins on the Effective Date and continues until terminated. It governs all SOWs executed while it is in effect.

6.2 **Termination for Convenience.** Either Party may terminate this Agreement or any SOW for convenience on thirty (30) days' written notice, unless the SOW states otherwise. Client will pay for Services performed and expenses incurred through the effective date of termination.

6.3 **Termination for Cause.** Either Party may terminate this Agreement or an SOW if the other Party materially breaches and fails to cure within thirty (30) days after written notice, or immediately if the other Party becomes insolvent or files for bankruptcy.

6.4 **Effect of Termination.** On termination, Client's right to access the Platform ends. Each Party will, on request, return or destroy the other Party's Confidential Information, subject to Section 8 regarding Client Content and legal retention requirements.

6.5 **Survival.** Sections 5, 7, 8, 9, 10, and 11, and any payment obligations, survive termination.

## 7. Confidentiality

7.1 **Definition.** "Confidential Information" means non-public information disclosed by one Party to the other that is marked confidential or that a reasonable person would understand to be confidential, including Client Content, SRG Materials, Deliverables, pricing, and the terms of any SOW.

7.2 **Obligations.** The receiving Party will (a) use the disclosing Party's Confidential Information only to perform or receive the Services and exercise its rights under this Agreement; (b) protect it with at least reasonable care; and (c) not disclose it except to its personnel and advisors who need it and are bound by confidentiality obligations at least as protective as these.

7.3 **Exclusions.** Confidential Information does not include information that is publicly available through no fault of the receiving Party, already known to it without obligation, independently developed, or rightfully received from a third party.

7.4 **Compelled Disclosure.** The receiving Party may disclose Confidential Information if required by law, giving the disclosing Party prompt notice where legally permitted so it can seek protective treatment.

## 8. Data Handling and Security

8.1 **Scope.** This Section governs Client Content and any Client personal information SRG handles in performing the Services or operating the Platform.

8.2 **Use Limitation.** SRG will use Client Content only to perform the Services, provide the Platform, and as otherwise permitted by this Agreement. SRG will not sell Client Content.

8.3 **Security Measures.** SRG will maintain reasonable administrative, technical, and physical safeguards designed to protect Client Content against unauthorized access, use, or disclosure, consistent with the nature of the information and applicable industry standards.

8.4 **Personnel.** SRG will limit access to Client Content to personnel who need it to perform the Services, and will ensure such personnel are bound by confidentiality obligations.

8.5 **Security Incident Notification.** If SRG becomes aware of a confirmed security incident resulting in the unauthorized access to or disclosure of Client Content in SRG's possession, SRG will notify Client without

undue delay and no later than 10 business days after confirming the incident, and will provide information reasonably available about the incident and cooperate in good faith on response.

**8.6 Data Return and Deletion.** On termination of the applicable engagement, or on Client's reasonable request, SRG will return or securely delete Client Content in its possession, except for copies required by law or retained in routine backups, which remain subject to confidentiality until deleted in the ordinary course.

**8.7 Client Obligations.** Client is responsible for the lawfulness of Client Content it uploads, including obtaining any necessary consents and providing any required notices to individuals, and for not uploading information it is not permitted to share.

**8.8 Applicable Privacy Laws.** Each Party will comply with privacy and data protection laws applicable to it. Where SRG processes personal information on Client's behalf, the Parties will, if required by applicable law, enter into a separate data processing addendum.

## 9. Limitation of Liability

**9.1 Exclusion of Indirect Damages.** To the fullest extent permitted by law, neither Party will be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, lost revenue, lost business, or loss or corruption of data, arising out of or related to this Agreement, regardless of the theory of liability and even if advised of the possibility.

**9.2 Liability Cap.** To the fullest extent permitted by law, each Party's total aggregate liability arising out of or related to this Agreement and all SOWs will not exceed the total fees paid by Client to SRG under the applicable SOW in the twelve (12) months preceding the event giving rise to the claim.

**9.3 Platform Provided "As Is."** Because the Platform is provided at no charge, SRG's liability arising from the Platform itself (as opposed to the Services) is limited to the maximum extent permitted by law, and the Platform is provided "as is" without warranty of any kind.

**9.4 Exclusions from Cap.** The limitations in this Section may not apply to liability that cannot be limited under applicable law.

**9.5 Allocation of Risk.** The Parties agree these limitations reflect a reasonable allocation of risk and are an essential basis of the bargain, and that fees would be higher without them.

## 10. Warranties and Disclaimers

**10.1 Mutual Authority.** Each Party warrants it has the authority to enter into this Agreement.

**10.2 Services Warranty.** SRG warrants it will perform the Services in a professional and workmanlike manner. Client's exclusive remedy for breach of this warranty is re-performance of the deficient Services, provided Client notifies SRG in writing within thirty (30) days of the deficient performance.

**10.3 No Guarantee of Complete Detection.** Client acknowledges that cybersecurity threats are constantly evolving and that no assessment, advisory service, or platform can identify or prevent all vulnerabilities, threats, or incidents. SRG does not warrant or guarantee that the Services or the Platform will detect, prevent, or remediate all security issues, or that Client's systems or data will be secure. The Services provide professional analysis and recommendations; they do not guarantee a particular security outcome.

**10.4 Disclaimer.** Except for the express warranties in this Section, the Services and the Platform are provided without warranties of any kind, whether express or implied, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. SRG does not warrant that the Platform will be

uninterrupted or error-free.

## 11. Indemnification

11.1 **By Client.** Client will defend and indemnify SRG from third-party claims arising from (a) Client Content, including any claim that Client Content infringes a third party's rights or was uploaded without authorization; (b) Client's breach of Section 3.4 (Acceptable Use) or Section 8.7 (Client Obligations); and (c) Client's violation of applicable law.

11.2 **By SRG.** SRG will defend and indemnify Client from third-party claims that the Deliverables or the Platform, as provided by SRG, infringe that third party's intellectual property rights, excluding claims arising from Client Content, Client's modifications, or use not in accordance with this Agreement.

11.3 **Procedure.** The indemnified Party will promptly notify the indemnifying Party, allow it to control the defense (with the indemnified Party able to participate at its own expense), and reasonably cooperate. No settlement imposing liability or admission on the indemnified Party may be made without its consent.

## 12. General

12.1 **Independent Contractors.** The Parties are independent contractors. Neither may bind the other.

12.2 **Governing Law; Venue.** This Agreement is governed by the laws of the State of Delaware, without regard to conflict-of-law principles. The Parties consent to the exclusive jurisdiction of the state and federal courts located in Delaware and waive any objection to venue there.

12.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in a merger or sale of substantially all assets, on written notice.

12.4 **Notices.** Notices must be in writing and are effective on delivery to the address on the signature page or, for SRG, to info@securityresearch.us with a copy as the Parties may designate.

12.5 **Publicity.** Neither Party will use the other's name or logo publicly without prior written consent.

12.6 **Force Majeure.** Neither Party is liable for delays or failures caused by events beyond its reasonable control.

12.7 **Severability.** If any provision is held unenforceable, the remainder stays in effect, and the unenforceable provision is modified to the minimum extent necessary to make it enforceable.

12.8 **Waiver.** A failure to enforce a provision is not a waiver of it.

12.9 **Entire Agreement.** This Agreement and the SOWs are the entire agreement between the Parties on this subject and supersede prior understandings. Amendments must be in writing and signed by both Parties.