MASTER SERVICES AGREEMENT

GEN ETH, INC. d/b/a CMDash

Version 1.0 · November 18, 2026

This Master Services Agreement (the "Agreement") is entered into as of the Effective Date between GEN ETH, INC., a Florida corporation doing business as CMDash, 1701 NW 107th Ave, Pembroke Pines, Florida 33026 ("Provider"), and the client identified in the signature block below, in the first Order, or in the online checkout through which this Agreement is accepted ("Client"). The "Effective Date" is the date written below or, if this Agreement is accepted online under Section 2.2, the date and time of that acceptance. Provider and Client are each a "Party" and together the "Parties."

1. DEFINITIONS

1.1 Defined Terms. In this Agreement:

(a) "Affiliate" means an entity that controls, is controlled by or is under common control with a Party.

(b) "Assigned Deliverable" means a Deliverable that an Order signed by an officer of Provider expressly identifies as an Assigned Deliverable. Unless an Order does so, there are none.

(c) "Change Order" means a written change to an Order, stating the change in scope, Fees and dates, that both Parties sign or accept in writing (e-mail is sufficient) before the changed work begins.

(d) "Client Materials" means the data, information, documents, records, credentials, systems, software, environments and other materials that Client, or a third party acting for Client, furnishes or makes accessible to Provider.

(e) "Confidential Information" has the meaning given in Section 8.1.

(f) "Deliverable" means a report, document or other work product that an Order or Schedule expressly identifies as a deliverable to be furnished to Client. Deliverables do not include Provider IP, the Platform, or Provider's drafts and working papers.

(g) "Delivery Date" means the date Provider records for the final session or final Deliverable under an Order or, for a Service that ends with a finished file or kit, the date Provider sends it.

(h) "Fees" means the amounts payable for the Services as stated in an Order.

(i) "Kickoff" means the start of the first scheduled working session between Provider and Client under an Order. Kickoff is the start of work.

(j) "Order" means an Order Form or statement of work signed by both Parties, or an Online Order under Section 2.2.

(k) "Platform" means Provider's CMDash software platform in its hosted and self-hosted editions and any other software product Provider makes generally available, and "Platform Terms" means the separate terms under which Client subscribes to or licenses the Platform (Provider's Terms of Service, its End User License Agreement or another agreement, as applicable).

(l) "Principal Consultant" means the individual Provider designates to lead the Services, who on the version date of this Agreement is Provider's founder.

(m) "Provider IP" has the meaning given in Section 7.1, and the "Provider IP Schedule" is Annex 1.

(n) "Provider Personnel" means Provider's Principal Consultant, officers, directors, shareholders, employees, agents and subcontractors.

(o) "Schedule" means the Service Schedule identified in an Order, which states the scope, Deliverables, exclusions and Client responsibilities for a Service.

(p) "Sensitive Regulated Data" means Controlled Unclassified Information (including Controlled Technical Information and covered defense information under DFARS 252.204-7012); items and technical data controlled under the International Traffic in Arms Regulations or the Export Administration Regulations; classified information; protected health information under HIPAA; payment card account data; and any other data that a law or a government contract requires to be handled only in an authorized environment.

(q) "Services" means the professional services described in an Order and its Schedule.

1.2 Interpretation. Headings are for convenience only. “Including” means “including without limitation.” “Written” and “in writing” include e-mail and other electronic records. This Agreement is not to be construed against the Party that drafted it.

2. ORDERS AND ELECTRONIC ACCEPTANCE

2.1 Orders. Provider will perform the Services described in each Order. An Order is formed when both Parties sign an Order Form or statement of work, or online under Section 2.2. Each Order incorporates this Agreement and the Schedule it identifies, and is a separate contract between Provider and the Client it names. This Agreement governs every Order between the Parties unless the Order states that a different agreement governs it.

2.2 Online Acceptance. Where Client buys or requests Services through Provider's website or customer portal, Client accepts this Agreement, the applicable Schedule and the Order by selecting the acceptance checkbox presented at checkout (or, for a Service with no Fee, on the request or booking form) and completing the checkout or submitting the request. That act is Client's electronic signature and has the same legal effect as a handwritten signature. The contract is formed at the date and time Provider records for that act. The order summary shown at checkout or on the request form, together with the order confirmation or payment receipt that Provider or its payment processor sends, is the Order (an “Online Order”): it states the Services, the Schedule, the Fees and the billing interval, and no signed Order Form is needed. Provider is bound without signing. Provider accepts an Online Order when it sends the order confirmation, subject to Section 4.8.

2.3 Versions and Record of Acceptance. This Agreement and the Schedules each carry a version number and a date. The versions that apply to an Order are those presented for acceptance when the Order was placed, as identified at checkout and in the order confirmation (for an Online Order) or in the Order Form. Provider keeps a record of each online acceptance, including the account and user, the date and time, the network address, and the version and a cryptographic hash of each document accepted. The Parties agree that this record is admissible evidence of the acceptance and of the documents accepted. Provider will give Client a copy of the accepted versions on request. A later version does not change an Order already placed. For a recurring Order, a later version applies from the first renewal that begins at least thirty (30) days after Provider has given Client notice of it.

2.4 Electronic Records and Signatures. The Parties agree to do business electronically. Under the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) and the Florida Uniform Electronic Transaction Act (Fla. Stat. § 668.50), an electronic signature, an online acceptance under Section 2.2 and an electronic record of either satisfy any requirement for a signature or a writing, and may not be denied legal effect because they are electronic. This Agreement and any Order may be signed in counterparts, including through an electronic signature service or by exchanged PDF. Client enters into this Agreement for business purposes and not as a consumer.

2.5 Authority. The individual who signs or accepts this Agreement or an Order for Client represents that he or she is authorized to bind Client. Where the acceptance is made through a Platform account, Client is the organization that holds the account, and Client is responsible for acceptances made by the users to whom it gives purchasing rights.

2.6 Order of Precedence. If the documents conflict: (a) a Change Order prevails over the Order it changes; (b) the Order prevails over the Schedule, and the Schedule over this Agreement, as to the description of the Services and Deliverables, quantities, Fees, dates and other commercial terms; and (c) this Agreement prevails over the Order and the Schedule in every other respect. An Order changes Section 7, Section 8, Section 10, Section 11 or Section 12 only if it is signed (not merely accepted online) by an officer of Provider and expressly identifies the Section it changes.

2.7 No Other Terms. No purchase order, vendor-registration or procurement-portal terms, supplier code, onboarding document, click-through terms or other document issued by or for Client applies to the Services or changes this Agreement, even if Provider or any of Provider Personnel signs it, clicks to accept it or performs after receiving it. Any such act is administrative only, done to gain access or to be paid. A purchase order number may be used for reference.

2.8 Fixed Scope; Change Orders. The Services are provided on a fixed-fee, fixed-scope basis unless the Order says otherwise. Anything the Schedule does not expressly state as in scope is out of scope. Out-of-scope work is performed only under a Change Order, at the rate stated in the Order or, if none is stated, at Provider's then-current hourly rate.

2.9 Relationship to the Platform. The Services are separate from any subscription to or license of the Platform. Client's use of the Platform is governed by the Platform Terms and not by this Agreement. No Order grants a Platform

subscription or license, and no Platform fee is included in the Fees, unless the Order expressly says so. Information that Provider records in Client's Platform organization as part of the Services is Client's data under the Platform Terms. The end of an Order does not end a Platform subscription, and the end of a Platform subscription does not end an Order, although Provider is excused from any Service that depends on Platform access Client no longer has.

3. PERFORMANCE AND PERSONNEL

3.1 Principal Consultant. Provider's Principal Consultant leads the Services, personally conducts the working sessions with Client and reviews every Deliverable before it is delivered. The Principal Consultant holds the CISSP credential on the date of the Order. Provider decides the manner, means, sequence, location and tools of performance.

3.2 Tools and Support Resources. Provider may use automated tools, including software that Provider owns or licenses and AI-assisted tools, and may use employees or subcontractors who work under the Principal Consultant's direction and are bound by written confidentiality obligations at least as protective as those in this Agreement. Provider remains responsible for their work as for its own. Provider will give Client written notice before a subcontractor first takes part in the Services, and will not use that subcontractor for Client if Client objects in writing, for reasonable cause, within five (5) business days after the notice. Provider uses only AI-assisted tools whose terms prohibit the use of customer data to train models. Provider will not submit Client's Confidential Information to a third-party generative AI service unless Client has consented by ticking the consent box in the Order or otherwise in writing.

3.3 Unavailability of the Principal Consultant. If the Principal Consultant becomes unable to perform because of illness, injury, family emergency or another cause beyond Provider's reasonable control, Provider will tell Client promptly, and the dates under the Order are extended for the period of unavailability. If the unavailability lasts, or is expected to last, more than fifteen (15) business days, Provider may propose a qualified substitute, whom Client may accept or decline in its reasonable discretion, and either Party may instead terminate the affected Order by written notice. On that termination Provider will refund the prepaid Fees for the Services not yet performed. This Section states Provider's entire liability, and Client's exclusive remedy, for the unavailability of the Principal Consultant.

3.4 Delivery and Acceptance. A Deliverable is accepted when Client confirms acceptance or, if earlier, ten (10) business days after Provider delivers it, unless within that period Client gives written notice describing how the Deliverable fails to conform to the Schedule. Provider will correct a non-conformity so described and redeliver. One round of revisions requested within that period is included in the Fees. Acceptance does not limit the warranty in Section 10.1.

3.5 Independent Contractor. Provider is an independent contractor. Nothing in this Agreement creates an employment, co-employment, partnership, joint venture, agency or fiduciary relationship between Client and Provider or any of Provider Personnel, and neither Party may bind the other. Provider is solely responsible for the compensation, taxes, benefits and insurance of Provider Personnel. The relationship is non-exclusive: Provider may perform services for any other person, including a competitor of Client, subject to Section 8.

3.6 No Individual Undertakings. Client's contract is with Provider only. No individual among Provider Personnel is a party to this Agreement, and none is required to sign any agreement, assignment, acknowledgment or policy in a personal capacity as a condition of performing the Services, other than reasonable site-access, safety and acceptable-use rules for Client's premises and systems. Any such document that an individual signs or clicks is signed solely as a representative of Provider, is subject to this Agreement, and does not transfer any intellectual property, create any restrictive covenant or create any personal liability.

4. FEES AND PAYMENT

4.1 Fees. Client will pay the Fees stated in each Order. Fees are stated in United States dollars and exclude taxes and third-party costs, including Client's cloud infrastructure charges, which remain Client's responsibility.

4.2 Online Orders. For an Online Order, the Fees are charged in full at checkout to the payment method Client provides through Provider's payment processor. For a recurring Online Order, Client authorizes Provider to charge that payment method in advance for each billing period (monthly or annual, as the Order states) until the Order is cancelled under Section 13.2. A purchase is complete when the payment is reported as paid.

4.3 Invoiced Orders. Unless the Order says otherwise, a fixed-fee Order is invoiced in full when the Order is signed, a recurring Order is invoiced monthly in advance, and invoices are due net thirty (30) days from the invoice date. Provider is not required to deliver a final Deliverable while any amount under the Order is overdue.

4.4 Disputed Amounts. If Client disputes an invoice or charge in good faith, it will tell Provider in writing, with reasons, within fifteen (15) days after the invoice or charge date, and will pay the undisputed part on time. The Parties will work promptly to resolve the dispute. Client will contact Provider, and allow it a reasonable opportunity to resolve the matter, before disputing a card charge with the card issuer.

4.5 Late Payment and Suspension. An undisputed amount not paid when due bears interest at the lesser of one and one-half percent (1.5%) per month and the highest rate the law allows. If an undisputed amount is overdue, or a recurring charge fails, Provider may suspend the Services on five (5) business days' written notice until it is paid; the dates under the Order are extended accordingly and the Fees are not reduced. Client will reimburse the reasonable costs, including attorneys' fees, that Provider incurs in collecting undisputed overdue amounts. Client may not set off or withhold any amount due, other than an amount disputed under Section 4.4.

4.6 Expenses. Travel and other out-of-pocket expenses are billed at cost, and only where Client has approved them in writing in advance.

4.7 Taxes. Client is responsible for all sales, use, value-added, withholding and similar taxes on the Fees, other than taxes on Provider's income.

4.8 Cancellation Before Kickoff; Refunds. Client may cancel an Order by written notice to Provider (support@cmdash.com) at any time before Kickoff begins, and Provider will then refund in full the Fees paid for that Order. Kickoff is the start of work: once it has begun, the Fees are not refundable except as stated in Section 3.3, Section 10.2 and Section 13.4. For a recurring Order there is no refund or credit for a billing period that has started. Provider may decline or cancel an Order before Kickoff for any reason, including capacity, by refunding in full the Fees paid for it.

4.9 No-Charge Services. Where an Order has no Fee, every provision of this Agreement still applies to it, including Section 6, Section 7, Section 10 and Section 11.

4.10 Credit Toward a Platform Plan. Any credit that a Service earns toward a Platform plan is described in the Schedules. A credit is applied to Client's Platform account and is never paid in cash.

5. CLIENT RESPONSIBILITIES AND RELIANCE

5.1 Client Information. Client will provide the complete and accurate information, documentation, system access, decisions and personnel availability reasonably required for the Services, on a timely basis, including the items listed in the Schedule.

5.2 Access and Authority. Client authorizes Provider to access the systems, accounts, environments and data that Client designates, and to run read-only review and scanning tools against them, for the purpose of the Services. Client represents that it has the right and authority to grant that access and to furnish the Client Materials, including for systems, accounts and data owned or operated by a third party (such as a cloud provider, a supplier or an acquisition target), and that it has obtained every consent the access requires. Client will grant access on a least-privilege, read-only basis unless the Order says otherwise, will not grant access that permits Provider to read the content of Sensitive Regulated Data, and will remove Provider's access when the Services end. Client remains responsible for the security, configuration, backup and operation of its own systems.

5.3 Reliance Without Independent Verification. Provider's observations, findings, Deliverables and recommendations are based on information furnished by Client and by third parties Client designates, and on the state of the environment during the engagement period. PROVIDER DOES NOT INDEPENDENTLY AUDIT, VERIFY OR AUTHENTICATE THAT INFORMATION, AND IS NOT RESPONSIBLE FOR ANY DELIVERABLE THAT IS INCOMPLETE OR INACCURATE BECAUSE INFORMATION FURNISHED TO PROVIDER WAS INCOMPLETE, INACCURATE OR NOT TIMELY PROVIDED.

5.4 Client Decisions. Client is solely responsible for its own decisions, for implementing or declining any recommendation, for the operation and security of its business and systems, and for its compliance with any law, regulation, contract, standard or framework. Provider's role is advisory.

5.5 Delay. Provider is not liable for delay or deficiency caused by Client's failure to meet a responsibility under this Section. Delivery periods run only while Client is meeting its responsibilities. Where the failure materially affects the engagement, Provider may adjust the schedule and the Fees by Change Order. If Client has not provided the required

inputs or attended the required sessions within sixty (60) days after Provider's written request, Provider may close the Order by written notice, deliver the work completed to that date as is, and keep the Fees.

6. NATURE AND LIMITS OF THE SERVICES

6.1 Readiness, Review and Advisory Only. THE SERVICES ARE READINESS, REVIEW AND ADVISORY SERVICES. THEY ARE NOT AN AUDIT, A CERTIFICATION ASSESSMENT, A CERTIFICATION, AN ACCREDITATION, AN ATTESTATION, AN EXAMINATION OR AN OPINION, AND THEY DO NOT CONSTITUTE OR GUARANTEE ANY CERTIFICATION, ASSESSMENT RESULT OR REGULATORY OUTCOME. Audits, certification assessments, certifications, accreditations and attestations may be performed only by an independent auditor, an authorized assessor or an accredited body, and Provider is not acting in any of those capacities. Where any Provider material describes a Service as a review, a gap analysis or a readiness assessment, it means an advisory review under this Section.

6.2 Assessors and Certification Bodies. Provider is not a CMMC Third-Party Assessment Organization (C3PAO), is not acting as a certified CMMC assessor, is not an accredited certification body for any ISO/IEC standard, is not a licensed certified public accounting firm, and is not a classification society. Any readiness result, score or rating that Provider gives is Provider's advisory estimate. It is not a score for the Supplier Performance Risk System or for any other government or third-party system, and it does not predict what an assessor, auditor or certification body will find.

6.3 No Affirmation or Attestation by Provider. Provider does not make, sign, endorse, adopt or recommend any affirmation, attestation, certification, self-assessment score or representation that Client submits to any government body, regulator, certifying authority, customer or counterparty. Client and its officers remain solely responsible for any statement they affirm or submit, and for determining whether it is accurate and complete. No Deliverable is, or may be relied on as, a reasonable basis, a due-diligence defense or other support for any such statement.

6.4 Independence and Conflicts of Interest. Provider keeps its professional services separate from the auditor and assessor directory in the Platform, as described in its Independence Covenant (cmdash.com/independence). Provider does not recommend, rank or select an auditor, assessor or certification body, and neither pays nor accepts a referral fee to or from one. Because Provider provides readiness and advisory services to Client, neither Provider nor its Principal Consultant will act as, or on behalf of, the auditor, assessor or certification body that audits, assesses or certifies Client for the same scope. Client is responsible for confirming with the body it chooses that Provider's advisory role is consistent with that body's independence and conflict-of-interest rules. Provider also licenses the Platform and may describe it to Client. Client is under no obligation to subscribe to it, and no Service depends on a Platform purchase unless the Schedule says so.

6.5 No Legal, Accounting or Valuation Advice. Provider does not provide legal, regulatory, accounting, tax, insurance or valuation advice, and no Deliverable may be relied on as such. Client should obtain independent professional advice on those matters.

6.6 No Assurance of Outcome. Provider makes no representation that Client will pass any audit or assessment, obtain or keep any certification, win or keep any contract, satisfy any regulator, insurer or counterparty, or avoid any security incident. Security is a function of continuing operations, not of any point-in-time engagement.

6.7 Point in Time. Deliverables describe conditions observed during the engagement period only. Provider has no obligation to update a Deliverable for events, changes or information arising afterward.

6.8 Not Monitoring, Testing or Incident Response. Unless the Schedule expressly includes it, the Services do not include security monitoring, threat detection, incident response, penetration testing, remediation or the administration of Client's systems. Provider has no duty to detect a security incident, vulnerability or non-compliance outside the stated scope. Results produced by automated or third-party tools depend on those tools, may contain false positives and may miss issues.

6.9 No Third-Party Reliance. Deliverables are prepared solely for Client's internal use, and no third party may rely on them. Client may show a Deliverable to its Affiliates, auditors, assessors, certification bodies, regulators, insurers and legal and professional advisors and, under a written confidentiality obligation, to a prospective acquirer or financing source, in each case for information only, on the basis that Provider owes the recipient no duty and accepts no liability to it, and with Provider's notices left in place. Client will not otherwise disclose a Deliverable, or present it to any person as the basis for that person's decision, without Provider's prior written consent.

7. INTELLECTUAL PROPERTY

7.1 Provider IP. "Provider IP" means all of the following, whenever and however created, together with all intellectual property rights in them anywhere in the world:

(a) the Platform, including the CMDash platform and every module and feature of it (the Defense Readiness Atlas among them), and the SDConnx product;

(b) Provider's methodologies, frameworks, playbooks, processes, checklists, questionnaires, control mappings and crosswalks, scoring and risk-rating methods, report formats, templates and sample documents;

(c) Provider's software, code libraries, scripts, queries, automation, integrations, connectors, configurations, prompts, agents and other tooling;

(d) Provider's know-how, techniques, ideas and concepts of general application;

(e) anything owned by or licensed to Provider, its Affiliates or Provider Personnel before the Order, or developed or acquired by any of them independently of the Services;

(f) every improvement to, modification of and derivative work based on any of the foregoing, including one made in the course of the Services or suggested by Client; and

(g) the items listed in the Provider IP Schedule, which is illustrative and not exhaustive.

Provider IP does not include the Client Materials.

7.2 Ownership. As between the Parties, Provider (or its Affiliate, its Principal Consultant or its licensor, as the case may be) owns and retains all right, title and interest in Provider IP. That is so regardless of when the Provider IP was created (before, during or after an Order), whether it was created or improved in the course of the Services, whether it is listed in the Provider IP Schedule, whether Client's facilities, equipment, accounts or systems were used, whether it relates to Client's business, and whether Client suggested it. Nothing in this Agreement, an Order, a Schedule or any other document assigns or transfers any ownership interest in, or grants any exclusive right to, Provider IP.

7.3 No Assignment; Not Work Made for Hire. No Deliverable and no Provider IP is a "work made for hire." Except for an Assigned Deliverable under Section 7.5, no ownership interest in any Deliverable passes to Client, and Client receives only the license in Section 7.4. If any right in Provider IP nevertheless vests in Client by operation of law, Client assigns that right to Provider and will sign any document reasonably needed to confirm the assignment.

7.4 License to Deliverables. Subject to payment in full of the Fees for the applicable Order, Provider grants Client a perpetual, worldwide, non-exclusive, royalty-free license, non-transferable except with a permitted assignment of this Agreement, to use, copy and modify the Deliverables, and to make derivative works of them, for the internal business purposes of Client and its Affiliates, including Client's own security, risk and compliance program and the disclosures that Section 6.9 permits. Provider IP embedded in a Deliverable is licensed on the same terms, only as part of that Deliverable and not on a stand-alone basis. Client will not (a) sell, license, publish or distribute a Deliverable or Provider IP, or use either to provide services to a third party; (b) use a Deliverable or Provider IP to develop or train a product, template library or service that competes with Provider's products or services; (c) remove or alter Provider's proprietary notices; or (d) reverse engineer any Provider software or tooling. This Agreement grants no license to the Platform.

7.5 Assigned Deliverables. There are no Assigned Deliverables unless an Order signed by an officer of Provider expressly lists them. When Client has paid in full the Fees for that Order, Provider assigns to Client Provider's copyright in the content of each Assigned Deliverable that was created specifically and solely for Client under that Order. The assignment does not include Provider IP, which remains licensed under Section 7.4 even where it is embedded in an Assigned Deliverable.

7.6 Client Materials. Client retains all right, title and interest in the Client Materials. Client grants Provider a non-exclusive license to use, copy and process the Client Materials solely to perform the Services and to exercise Provider's rights under this Agreement. Client's own facts and data remain Client Materials when they are reproduced in a Deliverable.

7.7 Tools Used in the Services. Software, scripts, roles, queries and other tooling that Provider runs in or against Client's environment remain Provider IP or the property of their third-party or open-source licensors. Client receives no license to them beyond the benefit of the Services, and will delete or disable them when the Services end unless the Order says otherwise.

7.8 Residuals and General Learning. Provider and Provider Personnel may use, for any purpose, the general knowledge, skills, experience, ideas, concepts, techniques and know-how that they use, learn or develop in the course of the Services and retain in unaided memory. Provider may also use generalized learning that neither identifies Client nor discloses Client's Confidential Information to improve Provider's methods, products and services. This Section does not permit Provider to disclose Client's Confidential Information and does not grant Provider a license under Client's patents or copyrights.

7.9 Feedback. If Client gives Provider suggestions or feedback about the Services, the Platform or other Provider IP, Provider may use them without restriction or obligation. This gives Provider no rights in the Client Materials.

7.10 No Restriction on Provider's Business. Nothing in this Agreement restricts Provider from developing, marketing, licensing or selling any product or service, including to persons in the same business as Client, or from independently developing anything, subject to Section 8. Client acknowledges that Provider develops and licenses the Platform, which addresses the same security and compliance frameworks as the Services, and that similarity between a Provider product or service and anything discussed or delivered in the Services is not by itself evidence of a breach.

7.11 Government Rights and Flow-Downs. Provider IP, the Platform and the Deliverables are commercial products, commercial services, commercial computer software and commercial computer software documentation within the meaning of FAR 2.101, developed exclusively at private expense. The Services are not performed under, and no Deliverable is a deliverable under, any government prime contract or subcontract unless an Order signed by an officer of Provider says so. If Client furnishes a Deliverable or Provider IP to a government agency or to a higher-tier contractor, it does so with only the rights this Agreement grants to Client (consistent with FAR 12.211 and 12.212 and DFARS 227.7102, 227.7202 and 252.227-7015), and will keep Provider's proprietary and restrictive legends in place. No FAR, DFARS or other government or customer flow-down clause, and no term of any contract between Client and a third party, binds Provider unless it is listed in an Order signed by an officer of Provider.

7.12 Reservation of Rights; Remedies. Provider reserves all rights not expressly granted. Client obtains no right to Provider's names, logos or trademarks. A breach of this Section may cause Provider irreparable harm, and Provider may seek injunctive relief in any court of competent jurisdiction in addition to its other remedies.

8. CONFIDENTIALITY

8.1 Definition. “Confidential Information” means non-public information that a Party or its Affiliate (the “Discloser”) discloses or makes accessible to the other Party (the “Recipient”) in connection with this Agreement and that is marked confidential or that a reasonable person would understand to be confidential from its nature or the circumstances. Client's Confidential Information includes the Client Materials and the non-public facts about Client's systems, security posture and findings recorded in a Deliverable. Provider's Confidential Information includes Provider IP that is not public, Provider's pricing and the non-public terms of an Order.

8.2 Obligations. The Recipient will protect the Discloser's Confidential Information with at least the care it uses for its own confidential information of a similar kind, and no less than reasonable care; will use it only to perform or exercise rights under this Agreement; and will disclose it only to those of its and its Affiliates' employees, contractors and professional advisors who need to know it and are bound by obligations at least as protective as this Section. The Recipient is responsible for their compliance.

8.3 Exclusions. Confidential Information does not include information that is or becomes public without breach of this Agreement, was rightfully known to the Recipient without restriction before disclosure, is rightfully received from a third party without restriction, or is independently developed without use of the Discloser's Confidential Information.

8.4 Compelled Disclosure. The Recipient may disclose Confidential Information to the extent a law, court order or other legal process requires, after giving the Discloser reasonable prior notice where lawful and reasonable cooperation, at the Discloser's expense, in seeking a protective order.

8.5 Duration. The obligations in this Section continue during this Agreement and for five (5) years after the end of the Order to which the Confidential Information relates. They continue for a trade secret for as long as it remains a trade secret under applicable law, and for access credentials, personal data and non-public details of security vulnerabilities for as long as the Recipient holds them.

8.6 Equitable Relief. A breach of this Section may cause irreparable harm for which damages are not an adequate remedy, and the Discloser may seek injunctive relief in addition to its other remedies.

9. DATA PROTECTION AND SECURITY

9.1 Personal Data. The Services are not designed to process personal data, and Client will limit the personal data it makes accessible to Provider to what the Services require (typically the names, work contact details, user identifiers, roles and activity records of Client's personnel). To the extent Provider processes personal data on Client's behalf in performing the Services and applicable data protection law requires a written contract, Provider's Data Processing Addendum (cmdash.com/trust/dpa), in the version current on the date of the Order, applies to that processing as if the Services were the service it describes; the subject matter, duration, nature and purpose of the processing are the performance of the Services under the Order. Personal data that Client stores in the Platform is governed by the Platform Terms and that Addendum, not by this Section.

9.2 Security. Provider will maintain reasonable administrative, technical and physical safeguards, appropriate to the nature of the information, to protect Client's Confidential Information in Provider's possession or control. Provider will notify Client without undue delay, and in any case within seventy-two (72) hours, after confirming unauthorized access to or disclosure of Client's Confidential Information in Provider's possession or control, and will give Client the information reasonably available to Provider about what happened. A notice under this Section is not an admission of fault or liability.

9.3 Sensitive Regulated Data. Client will not send Sensitive Regulated Data to Provider by any channel, and will not place it in the hosted edition of the Platform, unless the Order expressly provides for it and the Parties have agreed in writing how it will be handled. Where the Services concern an environment that contains Sensitive Regulated Data, Provider views that data, if at all, only in place within systems Client controls, and Client is responsible for identifying and marking it. If Sensitive Regulated Data reaches Provider in breach of this Section, Provider may delete it without reviewing it and will tell Client. Provider does not act as Client's cloud service provider, managed service provider or external service provider for the storage, processing or transmission of Controlled Unclassified Information, and does not sign business associate agreements.

9.4 Retention. Within sixty (60) days after the Delivery Date, or sooner if the Schedule says so or Client asks in writing, Provider will delete the copies of Client Materials that it holds, other than the Deliverables. Provider may keep one copy of each Deliverable, the Order and the working papers that support its findings, as business records and for the establishment or defense of legal claims, and either Party may keep copies held in routine backups until they expire or as the law requires. Anything kept remains subject to Section 8. Provider is not required to return or deliver Provider IP or its working papers.

10. WARRANTY AND DISCLAIMER

10.1 Services Warranty. Provider warrants that it will perform the Services in a professional and workmanlike manner, with reasonable skill and care, consistent with generally accepted industry standards for services of the same kind. To claim under this warranty, Client must give Provider written notice describing the deficiency within thirty (30) days after the Delivery Date or, for a recurring Order, within thirty (30) days after the deficient Services were performed.

10.2 Exclusive Remedy. Provider's entire liability, and Client's sole and exclusive remedy, for breach of the warranty in Section 10.1 is for Provider to re-perform the deficient Services or, if Provider does not correct the deficiency within thirty (30) days after the notice (or a longer period the Parties agree), to refund the Fees paid for the deficient Services.

10.3 Authority. Each Party represents that it has the power and authority to enter into and perform this Agreement.

10.4 Disclaimer. EXCEPT AS EXPRESSLY STATED IN SECTION 10.1, THE SERVICES AND DELIVERABLES ARE PROVIDED “AS IS,” AND PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE AND NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL IDENTIFY EVERY VULNERABILITY, GAP OR NON-CONFORMITY, OR THAT ACTING ON A DELIVERABLE WILL PREVENT A SECURITY INCIDENT OR ACHIEVE COMPLIANCE. SERVICES PROVIDED AT NO CHARGE ARE PROVIDED “AS IS” AND WITHOUT ANY WARRANTY.

11. LIMITATION OF LIABILITY

11.1 Excluded 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 DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, REGULATORY FINES OR PENALTIES, LOSS OF A CONTRACT, CERTIFICATION OR ELIGIBILITY, OR COST OF SUBSTITUTE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY.

11.2 Cap. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO AN ORDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, WILL NOT EXCEED THE FEES PAID AND PAYABLE BY CLIENT TO PROVIDER UNDER THAT ORDER OR, FOR A RECURRING ORDER, THE FEES PAID AND PAYABLE UNDER IT FOR THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE LIABILITY. FOR AN ORDER WITH NO FEE, THE CAP IS ONE HUNDRED UNITED STATES DOLLARS (US $100). This is a per-Order cap: liability under one Order does not aggregate with liability under another, and more than one claim does not enlarge it.

11.3 Enhanced Cap. For a Party's indemnification obligations under Section 12 and for a Party's breach of Section 8 or Section 9, the amount in Section 11.2 is replaced by two (2) times that amount. The enhanced cap applies in place of, and not in addition to, the cap in Section 11.2. An Order may state a higher amount for the enhanced cap only if it is signed by an officer of Provider, and no higher amount is effective to the extent it exceeds the insurance actually available to Provider for that claim. No higher amount is available for a type of claim that Provider's insurance does not cover.

11.4 Exceptions. Section 11.1, Section 11.2 and Section 11.3 do not limit (a) Client's obligation to pay the Fees; (b) Client's liability for infringing or misappropriating Provider IP or for using it outside the license granted; (c) Client's liability for a breach of Section 9.3; or (d) liability that cannot be limited by law, such as liability for fraud or willful misconduct.

11.5 No Personal Liability. Client will bring any claim arising out of or relating to this Agreement or the Services only against Provider, and not against any individual among Provider Personnel or any officer, director, shareholder, employee or agent of Provider. To the fullest extent permitted by law, those individuals have no personal liability to Client, and the exclusions and limits in this Section protect them as well as Provider. They are intended third-party beneficiaries of this Section.

11.6 Allocation of Risk. The Fees reflect this allocation of risk. The limits in this Section are a material inducement to Provider to enter into this Agreement, apply even if a limited remedy fails of its essential purpose, and are not enlarged by any insurance either Party holds. Liability under the Platform Terms is governed by the Platform Terms, and is neither added to nor measured by the limits in this Section.

12. INDEMNIFICATION

12.1 By Provider. Provider will defend Client against any third-party claim alleging that a Deliverable, as delivered by Provider and used as this Agreement permits, infringes that third party's United States copyright or trademark or misappropriates its trade secret, and will pay the damages and costs finally awarded against Client or agreed in a settlement that Provider approves. Provider has no obligation for a claim to the extent it arises from the Client Materials; Client's specifications or instructions; modification of a Deliverable by anyone other than Provider; combination of a Deliverable with anything Provider did not supply; third-party or open-source tools, or the published text of any third-party standard or framework; Services provided at no charge; or use of a Deliverable in breach of this Agreement or after Provider has told Client to stop. If a claim is made or appears likely, Provider may modify or replace the Deliverable so that it no longer infringes, or refund the Fees paid for it. THIS SECTION STATES PROVIDER'S ENTIRE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, FOR ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION.

12.2 By Client. Client will defend Provider and Provider Personnel against any third-party claim, including a claim or investigation by a government body, arising from (a) the Client Materials, or Provider's access to or use of them as this Agreement permits, including a claim that the access was not authorized; (b) Client's use of a Deliverable other than as this Agreement permits; (c) the disclosure of a Deliverable to, or reliance on it by, any third party; (d) any affirmation, attestation, certification, score, filing or representation that Client or its personnel make or submit to any government body, regulator, certifying authority, customer or counterparty; or (e) Client's breach of Section 9.3; and will pay the damages, penalties and costs finally awarded against them or agreed in a settlement that Client approves.

12.3 Procedure. The indemnified Party will give the indemnifying Party prompt written notice of the claim (a delay relieves the indemnifying Party only to the extent it is prejudiced), allow it to control the defense and settlement, and give reasonable cooperation at the indemnifying Party's expense. The indemnifying Party may not settle a claim in a way that imposes an obligation or an admission on the indemnified Party without that Party's written consent.

13. TERM AND TERMINATION

13.1 Term. This Agreement starts on the Effective Date and continues until terminated. Each Order continues until the Services under it are complete or it is cancelled or terminated. Either Party may terminate this Agreement on thirty (30) days' written notice when no Order is in effect.

13.2 Cancellation and Termination for Convenience. (a) Client may cancel an Order before Kickoff under Section 4.8. (b) Client may cancel a recurring Order by written notice, or through the billing controls Provider provides, given before the next renewal date; the cancellation takes effect at the end of the billing period then paid for, subject to any minimum term stated in the Order or the Schedule. (c) Unless the Schedule states a different cancellation rule, Provider may terminate a recurring Order for convenience on thirty (30) days' written notice, and will refund any prepaid Fees for the period after the termination date. (d) After Kickoff, Client may end a fixed-fee Order early by written notice, but the Fees remain payable and are not refundable.

13.3 Termination for Cause. Either Party may terminate an Order or this Agreement if the other materially breaches it and does not cure the breach within thirty (30) days after written notice. Provider may terminate an Order on ten (10) days' written notice if an undisputed amount remains unpaid, and immediately on written notice if Client breaches Section 7 or Section 9.3.

13.4 Effect of Termination. When an Order ends, Client will pay the Fees for the Services performed and the approved expenses incurred up to the effective date, and Provider will deliver the Deliverables completed and paid for. If Client terminates an Order for Provider's uncured material breach, Provider will refund the prepaid Fees for the Services not yet performed. Except as stated in this Section, Section 4.8, Section 3.3 and Section 10.2, Fees are not refundable. The licenses granted to Client in Deliverables it has paid for continue.

13.5 Survival. Section 1, Section 2.7, Section 3.6, Section 5.3, Section 5.4, Section 6, Section 7, Section 8, Section 9, Section 10.4, Section 11, Section 12, Section 13.4, this Section and Section 14, and every obligation to pay, survive the end of this Agreement or of an Order.

14. GENERAL

14.1 Governing Law and Venue. This Agreement, and any claim arising out of or relating to it or to the Services, is governed by the laws of the State of Florida, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The state courts located in Broward County, Florida and the United States District Court for the Southern District of Florida have exclusive jurisdiction, and each Party consents to personal jurisdiction and venue in those courts. Either Party may nevertheless seek injunctive relief in any court of competent jurisdiction to protect its intellectual property or Confidential Information.

14.2 Informal Resolution. Before filing a claim, other than a claim for injunctive relief or for unpaid Fees, a Party will give the other written notice of the dispute, and senior representatives of the Parties will try in good faith to resolve it for thirty (30) days.

14.3 Jury Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES.

14.4 Non-Solicitation. During an Order and for twelve (12) months after it ends, neither Party will, directly or through others, knowingly solicit for employment or engagement any employee or individual contractor of the other Party who took part in the Services and with whom it had material contact through them. For the same period Client will not engage a subcontractor that Provider introduced to perform services of the kind covered by the Order other than through Provider. This Section does not restrict general advertising or recruiting that is not targeted at those individuals, or the hiring of a person who responds to it.

14.5 Insurance. Provider maintains the insurance coverages listed in its certificate of insurance, and will give Client a copy of the certificate on request. On the version date of this Agreement those coverages are: (a) commercial general liability, with Property and Casualty Insurance Company of Hartford, policy no. [on binding]: $1,000,000 each

occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate; (b) umbrella liability over the general liability policy, with Property and Casualty Insurance Company of Hartford, policy no. [on binding]: $3,000,000 each occurrence and $3,000,000 aggregate; (c) technology errors and omissions (professional liability) and cyber liability, on one policy with Hartford Fire Insurance Company, policy no. [on binding]: $2,000,000 each claim and $2,000,000 annual aggregate for both together, with claims expenses inside the limit; (d) computer crime, with [carrier, on binding], policy no. [on binding]: $1,000,000; and (e) employee theft, including client coverage, with [carrier, on binding], policy no. [on binding]: $500,000. Provider will keep insurance of those kinds in force during each Order. An additional insurance requirement applies only if the Order states it. This Section does not change Section 11.

14.6 Export Control and Sanctions. Each Party will comply with the export control and sanctions laws of the United States that apply to it. Client will not give Provider access to items or technical data controlled under the International Traffic in Arms Regulations or the Export Administration Regulations unless the Order expressly provides for it. Each Party represents that it is not located in, or organized under the laws of, a country or region subject to comprehensive United States sanctions and is not on a United States Government restricted-party list. If an Order requires that the Services be performed only by United States persons, the Order will say so.

14.7 Publicity. Neither Party will use the other's name or marks in publicity or marketing without the other's prior written consent.

14.8 Assignment and Subcontracting. Neither Party may assign this Agreement without the other's written consent, which will not be unreasonably withheld, except that either Party may assign it, on written notice, to an Affiliate or to a successor to all or substantially all of the business or assets to which it relates. Provider may subcontract as Section 3.2 permits. This Agreement binds and benefits the Parties and their permitted successors and assigns.

14.9 Notices. Notices must be in writing. Notices to Provider go to legal@cmdash.com and to GEN ETH, INC., 1701 NW 107th Ave, Pembroke Pines, Florida 33026. Notices to Client go to the e-mail or postal address stated in the Order or, for an Online Order, to the e-mail addresses of the owners of Client's Platform account. A notice is effective when delivered, or when sent by e-mail without a failure notice. A notice of breach, of termination or of an indemnified claim that is sent by e-mail must identify itself as a legal notice in its subject line.

14.10 Force Majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, including the failure of a third-party cloud, network or payment service. This Section does not excuse an obligation to pay. Section 3.3 governs the unavailability of the Principal Consultant.

14.11 Entire Agreement; Amendment. This Agreement, with Annex 1, each Order and each Schedule identified in an Order, is the entire agreement of the Parties on its subject matter and supersedes all prior proposals, quotations and understandings on that subject. Provider's website, marketing materials, marketplace listings, sample deliverables and methodology documents describe the Services in general terms; they are not part of this Agreement and are not warranties. Client has not relied on any statement that is not in this Agreement. An amendment or waiver must be in a writing signed by both Parties, except that Provider may issue a new version of this Agreement or of a Schedule as Section 2.3 describes.

14.12 Severability and Waiver. If a provision is held unenforceable, it is modified to the minimum extent needed to make it enforceable and the remainder stays in effect. A failure or delay in enforcing a provision is not a waiver.

14.13 No Third-Party Beneficiaries. Except as stated in Section 11.5 and Section 12.2, this Agreement benefits only the Parties.

AGREED. Where this Agreement is accepted online under Section 2.2, no signature is required and the record of acceptance takes the place of the signature blocks below.

GEN ETH, INC. d/b/a CMDash

By: _____ Date: _____

Name: _____

Title: _____

CLIENT

Legal name: _____

By: _____ Date: _____

Name: _____

Title: _____

Effective Date: _____

ANNEX 1 · PROVIDER IP SCHEDULE

to the Master Services Agreement

Version 1.0 · November 18, 2026

This Schedule identifies Provider IP that exists on the version date above. It is illustrative and not exhaustive: an item is Provider IP if it falls within the definition of that term, whether or not it is listed here, and Provider may update this Schedule at any time by written notice. Each item is owned by GEN ETH, INC., its Affiliate, its founder or its licensor, was developed exclusively at private expense, and is a commercial product, commercial service or commercial computer software.

1. Software products and platforms

The CMDash platform in every edition (hosted, self-hosted and air-gapped), including the Program Builder, the Defense Readiness Atlas, The Skeptic, the Signer's File, proof receipts and their format and verifier, the mergers and acquisitions diligence module, the Exercises module, the auditor and assessor directory, dashboards, alert rules, the connectors and connector runtime, the software development kits and application programming interfaces, the data models, the framework and control content and mappings, and the documentation.

The SDConnx product, including its software, interfaces, data definitions and documentation.

Every prior, current and future version of the foregoing. A component that Provider has released under an open-source license is governed by that license.

2. Methodologies and content

Provider's readiness-review, gap-analysis and advisory methodologies for CMMC, NIST SP 800-171, the NIST Cybersecurity Framework, ISO/IEC 27001, ISO/IEC 42001, the NIST AI Risk Management Framework, SOC 2, the CIS Controls, PCI DSS and IACS UR E26 and UR E27, and for cloud security posture review, mergers and acquisitions cyber diligence, fractional security leadership and incident-response exercises.

Service playbooks, delivery standards, quality gates, the risk-rating and scoring methods, interview guides, evidence request lists, questionnaires and scenario libraries.

3. Templates and formats

Templates, outlines and formats for system security plans, plans of action and milestones, scoping memoranda, gap analyses, remediation roadmaps, findings registers, policy and standards sets, control sets and import files, executive readouts, board briefings, key performance indicator reports, diligence memoranda, tabletop exercise kits and after-action reports, and the statement of work, change order and acceptance forms.

4. Tooling and automation

Scripts, report generators, queries, infrastructure-as-code, access-role templates and access standards, integrations, configurations, prompts, agents and AI-assisted workflows that Provider uses to deliver services or operate its products.

5. Names and marks

GEN ETH, CMDash, Cyber Maturity Dashboard, SDConnx, Defense Readiness Atlas, Program Builder, Signer's File, The Skeptic, and Provider's other product names, logos, taglines and domain names, whether or not registered.

6. Know-how

Provider's know-how, techniques, ideas and concepts of general application, and the general knowledge, skill and experience of Provider's personnel.

Third-party and open-source software that Provider uses in the Services (for example, an open-source cloud configuration scanner) belongs to its licensors and is used under their licenses.