

PARTNERSHIP AGREEMENT

Between Armada Cyber Defense LLC and [REDACTED]

This Partnership Agreement ("Agreement") is made and entered into as of executed data, by and between:

Armada Cyber Defense LLC, a Florida limited liability company, with its principal place of business at 11091 SW 117th Ct., Miami, FL 33186 ("Armada"),
and

[REDACTED]
[REDACTED] Washington, DC 20005
("Partner").

1. SCOPE OF PARTNERSHIP

1.1 CyberComply Access: Armada shall provide Partner with no-cost access to two (2) dedicated multi-tenant instances of CyberComply for [REDACTED] use.

1.2 Instance Provisioning for Clients: Additional CyberComply instances for Partner's clients will be provisioned only upon securing a paid subscriber for either a Level 1, Level 2, or Multi-Tenant license.

1.3 Service Lead Role: Partner shall lead client-facing service projects related to CyberComply, with the option to onboard junior personnel as the business scales.

1.4 Joint Offerings: [REDACTED] may include CyberComply as a line item in Statements of Work (SOWs) and marketing collateral when delivering cybersecurity or compliance solutions to clients.

2. REVENUE SHARING & CHANNEL PARTNER PRICING

2.1 Pricing for Channel Partners: Partner is authorized to offer CyberComply Instances to clients at no less than the following minimum pricing thresholds:

- **CMMC Level 1 Instance:** \$[REDACTED] per year
- **CMMC Level 2 Instance:** \$[REDACTED] per month
- **Multi-Tenant Platform** (includes 3 Instances): \$[REDACTED] per month
- **Additional Instances** (beyond the 3 included in Multi-Tenant): \$[REDACTED] per month each

These rates represent discounted Channel Partner pricing, offering flexibility from CyberComply's advertised rates of \$960/year (L1), \$399/month (L2), \$575/month (Multi-Tenant with three Instances), and \$200/additional Instance.

2.2 Revenue Share: Armada shall collect the full subscription fee from each client and remit 35% of the revenue collected to the Partner. This 35/65 revenue share shall remain in effect for the lifetime of the client's CyberComply subscription, provided the Partner remains in good standing under this Agreement. Partner may choose to offer services at or above the minimums stated in Section 2.1.

2.3 Back Office Support: Armada shall manage all backend support, infrastructure, billing, platform maintenance, and system updates for all Partner-affiliated subscribers.

2.4 Provisioning Condition: No-cost provisioning of a Partner's CyberComply Multi-Tenant environment will occur only after the Partner secures a paid client for at least one active Instance.

3. INTELLECTUAL PROPERTY

3.1 Ownership of the CyberComply platform, its branding, source code, architecture, and derivative works shall remain the exclusive property of Armada Cyber Defense LLC.

3.2 Partner shall not reproduce, resell, white-label, or repackage CyberComply without Armada's written consent. A white-label program may be considered in the future.

4. RELATIONSHIP OBJECTIVE

The goal of this arrangement is to empower Partners to generate **recurring revenue** through compliance software subscriptions **while building long-term client relationships** that extend beyond a single engagement. CyberComply serves as a foundational platform for such continued value delivery.

5. TERM AND TERMINATION

5.1 This Agreement shall commence on the Effective Date and remain in effect for **twelve (12) months**, renewing automatically unless terminated by either party with 30 days written notice.

5.2 Either party may terminate this Agreement for cause in the event of a material breach that is not remedied within 15 business days after written notice.

6. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of proprietary and sensitive information exchanged during the course of the partnership, including but not limited to user data, platform architecture, pricing models, and business strategies.

7. GENERAL PROVISIONS

7.1 Independent Contractors: The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed to create a joint venture, employment, or agency relationship.

7.2 Dispute Resolution:

- The parties agree to attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through **informal discussions**.
- If unresolved, the parties agree to submit the dispute to **binding arbitration** conducted in accordance with the rules of the American Arbitration Association (AAA), with such arbitration held in **Miami-Dade County, Florida**.
- If arbitration is not pursued or is unsuccessful, then **venue and jurisdiction shall rest exclusively with the state or federal courts located in Miami-Dade County, Florida**, and each party consents to the personal jurisdiction of such courts.

7.3 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the **State of Florida**, without regard to its conflict of law principles.

7.4 Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior written or oral agreements. Any amendments must be made in writing and signed by both parties.

8. MARKETING AND BRANDING

Partner may use CyberComply's name, logo, and pre-approved marketing materials in promotional content, proposals, and websites. Any public-facing co-branded or customized marketing content must be approved by Armada in writing prior to use.

9. TRAINING AND ONBOARDING SUPPORT

Armada shall provide up to four (4) hours of product onboarding and training to Partner upon execution of this Agreement. Additional training may be arranged as needed at Armada's discretion.

10. CLIENT RELATIONSHIP OWNERSHIP

Clients introduced or signed under this agreement shall remain the Partner's client of record. Armada shall not directly solicit or market unrelated services to such clients without prior written consent from Partner.

11. DATA PRIVACY AND SECURITY

Each party agrees to comply with all applicable privacy, security, and data protection laws, including those relating to the collection, processing, and storage of personal and client data. Armada agrees not to share, sell, or otherwise exploit user data beyond the scope of delivering the platform and services.

12. LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, incidental, consequential, special, or punitive damages arising out of this Agreement. Each party's liability under this Agreement shall not exceed the total amount of fees received by that party under this Agreement in the prior 12-month period.

13. NON-SOLICITATION / NON-COMPETE

For a period of twelve (12) months after termination, neither party shall directly solicit the employees or contractors of the other party. Partner agrees not to develop or market a directly competing GRC software platform during the term of this Agreement and for twelve (12) months thereafter.

14. FORCE MAJEURE

Neither party shall be liable for delays or failures to perform due to causes beyond its reasonable control, including but not limited to natural disasters, cyberattacks, war, labor strikes, or government restrictions.

15. ASSIGNMENT

Neither party may assign or transfer this Agreement or any of its rights or obligations without the prior written consent of the other party, except in the event of a merger or acquisition.

16. AUDIT RIGHTS

Armada reserves the right to conduct an annual audit of Partner's CyberComply-related sales records, upon reasonable notice, to verify accuracy of revenue share payments.

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

Armada Cyber Defense LLC

By: _____

Luis G. Batista, C.P.M., CPSM

Title: Founder

Email: luis.batista@armadacyberdefense.com

Date: _____

By: _____

Title: CEO

Date: _____