

CMMC READINESS AGREEMENT

This Agreement is entered into on this day of , **20** , by and between:

Armada Cyber Defense LLC, d/b/a **CyberComply**, a Florida limited liability company,
with its principal office located at 11091 SW 117th Ct., Miami, FL 33186
(**“Armada”** or **“Provider”**),

and

Client Organization:

Address:

Authorized Representative:

Title:

Email:

Phone: (“Client”).

Armada and Client may be collectively referred to as **“the Parties”** or individually as a **“Party.”**

1. PURPOSE

The purpose of this Agreement is to outline the terms and conditions under which Armada will deliver a **CMMC Level 2 Readiness Program**, including cybersecurity assessment, remediation, and audit preparation services, and provide a **zero-interest loan** to finance these activities through Armada’s internal capital program.

2. SCOPE OF SERVICES

Armada shall perform the following professional services in support of the Client’s CMMC Level 2 readiness: **Total Program Value \$29,000**

- Program Benefits
- Zero-interest financing for the entire CMMC Level 2 readiness process
- Includes up to 200 hours of expert coaching and consulting by Cyber-AB Certified Consultants
- Full CyberComply GRC platform license during readiness work
- 20% Discount on future GRC platform license
- Covers gap analysis, documentation, remediation, and audit readiness
- Flexible repayment options for small businesses
- No credit impact or penalty for early payoff

Deliverables include all documentation, readiness tracking, and advisory sessions necessary for the Client's CMMC Level 2 preparation and internal validation prior to an authorized C3PAO assessment.

** In the event additional assistance is required, hours beyond 200 will be billed at a preferred rate of \$115/hour in 20-hour blocks until CMMC Level 2 compliance is complete. If readiness is finalized early, monthly payments will conclude at that time.*

3. FINANCING TERMS

This program includes a **0% interest loan** provided directly by Armada to finance the services outlined above.

Loan Amount: \$29,000

Interest Rate: 0% (Zero Interest)

Term: 18 months

Monthly Payment: \$1,611.11

First Payment Due: Prior to project start date

Payment Method: ACH debit, wire, or other approved method

Armada reserves the right to suspend services and revoke access to the CyberComply platform in the event of nonpayment beyond 30 days.

4. ELIGIBILITY REQUIREMENTS

- Eligibility Requirements
- Applicants must meet all the following criteria:
- Small Business under SBA size standards for their NAICS code
- Operate from one primary business location
- Employ 50 or fewer employees
- Maintain 10 or fewer CUI endpoints (devices or user accounts processing Controlled Unclassified Information)
- Hold an active SAM.gov registration with valid UEI number
- Agree to meet with your Consultant at least 3 hours per week on average, not to exceed 5 hours per week

5. CLIENT RESPONSIBILITIES

Client agrees to:

- Provide timely, complete, and accurate information needed for assessment and remediation.
- Maintain consistent communication and engagement during the readiness process.
- Ensure participation of key personnel in training, meetings, and mock assessments.
- Comply with the repayment schedule as agreed.
- Protect all credentials and access granted to Armada for cybersecurity operations.

6. ARMADA RESPONSIBILITIES

Armada agrees to:

- Deliver professional services consistent with industry standards and CMMC framework requirements.
- Assign qualified cybersecurity, compliance, and project management professionals.
- Maintain confidentiality and data security per Section 8 of this Agreement.
- Provide regular status updates through the CyberComply GRC platform.

7. CONFIDENTIALITY AND DATA SECURITY

Armada will treat all client information, including Federal Contract Information (FCI) and Controlled Unclassified Information (CUI), as confidential. Armada shall:

- Protect such information using controls commensurate with NIST SP 800-171 r2 and DFARS 252.204-7012 requirements.
- Not disclose, share, or reproduce client data except as required to perform under this Agreement.
- Notify Client promptly in the event of any suspected or confirmed data breach.

Client acknowledges that Armada does **not store or process CUI within the CyberComply SaaS platform**, which is limited to administrative and compliance management data.

8. INTELLECTUAL PROPERTY

All work products, documentation, and deliverables produced for the Client under this Agreement shall become the property of the Client upon full payment. Armada retains ownership of its proprietary methodologies, templates, and software tools used in delivery.

9. LIMITATION OF LIABILITY

Armada will perform services consistent with professional standards but does not guarantee that certification or audit success will be achieved. Armada's total liability for any claim under this Agreement shall not exceed the total amount paid by the Client.

10. DEFAULT AND COLLECTION

Failure to remit payments within 30 days of the due date constitutes default. Armada may:

- Suspend or terminate ongoing services.
 - Declare the entire unpaid balance immediately due.
 - Report the default to credit bureaus or pursue lawful collection remedies.
Client shall be responsible for all reasonable collection costs, including attorney's fees.
-

11. TERM AND TERMINATION

This Agreement begins on the Effective Date and continues until all services and payments are complete.

Either Party may terminate:

- For cause, with 15 days' written notice and opportunity to cure.
 - For convenience, by mutual written consent.
Upon termination, all outstanding fees and loan balances become immediately due and payable.
-

12. INDEPENDENT CONTRACTOR STATUS

Armada is an independent contractor. Nothing herein shall be construed to create an employer-employee relationship, partnership, or joint venture between Armada and the Client.

13. FORCE MAJEURE

Neither Party shall be liable for delays or failures in performance caused by events beyond reasonable control, including acts of God, war, natural disasters, or government actions, provided the affected Party promptly notifies the other.

14. NON-SOLICITATION

Client agrees not to solicit or hire any Armada employees or subcontractors engaged in this project for a period of one (1) year following completion of services.

15. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any disputes shall be resolved in the courts of Miami-Dade County, Florida.

16. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior agreements, proposals, or communications. No modification shall be valid unless in writing and signed by both Parties.

17. SIGNATURES

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

For Armada Cyber Defense LLC (d/b/a CyberComply):

By:

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

Title: Managing Member

Date:

For Client Organization:

By:

Name:

Title:

Date:

Armada Cyber Defense LLC

support@armadacyberdefense.com | (305) 306-1800

11091 SW 117th Ct., Miami, FL 33186

