
CYBERCOMPLY MULTI-TENANT ACCESS AGREEMENT

This CyberComply Multi-Tenant Access Agreement ("Agreement") is made and entered into as of the Effective Date (defined as the date of the last signature below) between:

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

and _____, with its principal place of business at _____ ("Subscriber").

1. SCOPE OF ACCESS

1.1 Complimentary Multi-Tenant Access

Armada shall provide Subscriber with complimentary access to the CyberComply CMMC GRC Multi-Tenant environment for internal evaluation, training, and platform familiarization. This complimentary access covers the Multi-Tenant console only and does **not** include active, billable client Instances.

1.2 Billing for Activated Instances

Subscriber may create or request provisioning of individual CyberComply Instances for its clients ("Instances").

- Each Instance activated or used for a live client environment shall incur a fee of _____ **per Instance per month**.
- Billing begins on the date an Instance is activated or placed into operational use.
- Instances not activated, used, or assigned to a client shall not incur any fees.

1.3 Subscriber Responsibilities

Subscriber shall act as the primary point of contact for its own internal users and any of its clients using Instances under this Agreement. Subscriber is responsible for all client-facing consulting or compliance services and acknowledges that Armada does not provide consulting services directly to Subscriber's clients.

1.4 Collaboration and Support

Armada will provide reasonably necessary product information, training resources, and support to ensure Subscriber can effectively manage and operate its Multi-Tenant environment.

1.5 Limitations

This Agreement grants Subscriber non-exclusive access rights. No exclusivity, reseller status, revenue sharing, or commission structure is granted unless separately agreed in writing.

2. FEES AND PAYMENT TERMS

2.1 Instance Fees

Subscriber shall be billed **\$200 per Instance per month** for each client (or internal) Instance activated or placed into use. The complimentary Multi-Tenant access does not waive Instance fees.

2.2 Invoicing and Payment

Invoices for active Instances shall be issued monthly and shall be payable within thirty (30) days of the invoice date.

2.3 Taxes

Subscriber is responsible for all applicable taxes, fees, and charges related to paid Instance usage.

3. INTELLECTUAL PROPERTY

CyberComply and all related intellectual property remain the exclusive property of Armada. No rights are granted except those expressly provided herein.

4. RELATIONSHIP OBJECTIVE

The purpose of this Agreement is to allow Subscriber to begin using and evaluating CyberComply Multi-Tenant at no cost, and to deploy billable Instances as needed to support client engagements or internal compliance operations.

5. TERM AND TERMINATION

5.1 Term

This Agreement begins on the Effective Date and renews annually unless terminated.

5.2 Termination for Convenience

Either party may terminate with thirty (30) days' written notice.

5.3 Termination for Cause

Either party may terminate immediately for material breach not cured within fifteen (15) business days.

5.4 Effect of Termination

Upon termination:

- Complimentary Multi-Tenant access shall cease.
- Subscriber must discontinue access to all Instances unless continuing under a separate paid arrangement.
- Outstanding fees for active Instances remain payable.

6. CONFIDENTIALITY AND NON-DISCLOSURE

6.1 Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any and all non-public information disclosed by either party ("Disclosing Party") to the other ("Receiving Party"), whether oral, written, electronic, or otherwise, including but not limited to product designs, source code, business plans, financial data, pricing, client information, trade secrets, intellectual property, and any other information that a reasonable person would consider confidential given its nature or the circumstances of disclosure.

6.2 Obligations of Confidentiality

The Receiving Party shall:

- (a) maintain the confidentiality of the Confidential Information with at least the same degree of care it uses to protect its own confidential information, but not less than reasonable care;
- (b) use Confidential Information solely for the purpose of performing under this Agreement; and
- (c) not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except to employees, contractors, or agents who have a legitimate need to know and are bound by written confidentiality obligations no less restrictive than those contained herein.

6.3 Exclusions

Confidential Information shall not include information that:

- (a) is or becomes publicly available without breach of this Agreement;
- (b) was known to the Receiving Party prior to disclosure by the Disclosing Party;
- (c) is rightfully received from a third party without breach of any obligation of confidentiality; or
- (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

6.4 Required Disclosures

If the Receiving Party is required by law, regulation, or court order to disclose Confidential Information, it shall promptly notify the Disclosing Party (to the extent legally permissible) and cooperate with reasonable efforts to limit or protect the scope of such disclosure.

6.5 Return or Destruction

Upon termination or expiration of this Agreement, or upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all copies of Confidential Information, except as required for legal or compliance record-keeping purposes.

6.6 Survival

The confidentiality obligations under this Section 6 shall survive for a period of three (3) years following termination or expiration of this Agreement. Trade secrets shall remain protected for as long as they qualify as trade secrets under applicable law.

7. GENERAL PROVISIONS

7.1 Independent Contractors

The parties are independent contractors and nothing herein shall be construed to create a partnership, joint venture, employment, or agency relationship. Neither party shall have authority to bind the other without express written consent.

7.2 Notices

All notices or communications under this Agreement shall be in writing and delivered by hand, certified mail, or electronic mail with confirmation of receipt to the addresses listed in the signature block (or as later updated in writing). Notices shall be deemed received on the date of delivery confirmation.

7.3 Dispute Resolution

(a) The parties shall first attempt in good faith to resolve disputes informally.

(b) If unresolved, disputes shall be submitted to binding arbitration before a single arbitrator under the rules of the American Arbitration Association (AAA), held in Miami-Dade County, Florida.

(c) If arbitration is not initiated or is found unenforceable, venue and jurisdiction shall rest exclusively with the state or federal courts of Miami-Dade County, Florida, and both parties consent to personal jurisdiction therein.

7.4 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.

7.5 Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior proposals or representations. Any amendment must be made in writing and signed by both parties.

8. MARKETING AND BRANDING

Subscriber may reference CyberComply in proposals or materials, but may not present itself as a reseller or partner unless separately authorized in writing.

9. TRAINING AND ONBOARDING SUPPORT

Armada will provide up to eight (8) hours of onboarding and training to Subscriber for proper use of the Multi-Tenant environment.

10. CLIENT RELATIONSHIP OWNERSHIP

Clients managed by Subscriber through activated Instances remain Subscriber's clients. Armada will not solicit those clients for consulting services.

11. DATA PRIVACY AND SECURITY

Each party shall comply with all applicable privacy and data-protection regulations, including but not limited to U.S. federal and state cybersecurity laws. Armada shall implement reasonable administrative, technical, and physical safeguards to protect client data and shall use such data solely for the purpose of operating and maintaining CyberComply. No party shall sell, lease, or otherwise transfer personally identifiable information except as required by law or expressly authorized in writing.

12. LIMITATION OF LIABILITY

Neither party shall be liable to the other for indirect, consequential, or punitive damages, including loss of profits or data. Armada's total aggregate liability arising from or related to this Agreement shall not exceed the total commissions paid to Partner under this Agreement in the preceding twelve (12) months.

13. NON-SOLICITATION / NON-COMPETE

For a period of twelve (12) months following termination, neither party shall solicit or hire the employees or contractors of the other party. Partner further agrees not to design, market, or sell 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 delay or failure to perform due to causes beyond reasonable control, including natural disasters, cyberattacks, war, terrorism, power failures, labor disputes, or government restrictions. The affected party shall promptly notify the other and use commercially reasonable efforts to resume performance.

15. ASSIGNMENT

Neither party may assign, transfer, or sublicense its rights or obligations under this Agreement without prior written consent from the other, except that Armada may assign this Agreement in connection with a merger, acquisition, or sale of substantially all its assets.

16. AUDIT RIGHTS

Armada reserves the right, upon reasonable prior notice and during normal business hours, to audit Partner's CyberComply-related sales and records once per calendar year to verify commission accuracy and compliance with this Agreement. Partner shall cooperate and provide access to necessary non-confidential records within a reasonable timeframe.

Armada Cyber Defense LLC

By:

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

Title: Founder

Email: luis.batista@armadacyberdefense.com

Date:

By:

Name:

Title:

Email:

Date:

