PARTNERSHIP AGREEMENT

This Partnership 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 ……………………………………………………….... (“**Partner**”).

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1. SCOPE OF PARTNERSHIP

1.1 **CyberComply Access:** Armada shall provide Partner with complimentary access to a dedicated multi-tenant demonstration instance of the CyberComply platform. This access shall be used solely for demonstrations, training, and pre-sales engagements and shall not be resold or used for active client operations.

1.2 **Instance Provisioning for Clients:** Additional CyberComply instances for Partner’s clients shall be provisioned by Armada only upon execution of a paid subscription for either a Level 1, Level 2, or Multi-Tenant license. Each client instance shall be uniquely licensed and bound by Armada’s terms of service and end-user agreement.

1.3 **Service Lead Role:** Partner shall act as the primary point of contact for all client-facing service engagements related to CyberComply, including but not limited to implementation assistance, user orientation, and ongoing compliance consulting. Partner may assign or subcontract portions of the work to qualified personnel under its supervision, provided such personnel adhere to this Agreement’s confidentiality and performance standards.

1.4 **Joint Offerings and Collaboration:** Partner may include CyberComply as a defined line item in Statements of Work (SOWs), proposals, or marketing materials when delivering cybersecurity, compliance, or managed services to clients. Armada shall cooperate with Partner in good faith to support joint business development, including providing updated product information, sales collateral, and marketing guidance.

1.5 **Limitations:** This Agreement does not grant Partner exclusivity in any geographic region or market segment unless otherwise agreed in writing. Both parties remain free to pursue independent business activities with other partners, clients, or resellers.

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2. REVENUE SHARING & CHANNEL PARTNER PRICING

2.1 **Pricing for Channel Partners:** Partner shall be authorized to offer CyberComply Instances to end clients at a twenty percent (20%) discount off the official retail price in effect at the time of sale. Official retail pricing is published at www.cybercomply.us/subscribe and may be modified at any time, without prior notice, at Armada's sole discretion. Partner acknowledges that all discounts must be based on the current official price effective on the client's purchase date. Armada reserves the right to revise, suspend, or discontinue pricing structures at any time.

2.2 **Revenue Share:** Armada shall collect the full subscription payment directly from each client and remit …………………….. of collected revenue to the Partner. This ……………revenue split shall remain valid for the lifetime of the client's active subscription, provided the Partner remains in good standing under this Agreement and compliant with Armada's policies.

2.3 **Payment Terms:** Partner commissions shall be paid within thirty (30) days following the close of each calendar month in which client payments are received and cleared. Payments shall be made via electronic funds transfer or another mutually agreed method. Commissions are payable only on collected not invoiced or pending funds. Armada shall furnish a monthly reconciliation statement showing all active subscriptions, amounts received, and corresponding Partner commissions.

2.4 **Commission Disputes:** Either party may dispute a commission statement within thirty (30) days of receipt. If no dispute is raised within that period, the statement shall be deemed accurate and binding. Any adjustments identified shall be corrected in the subsequent payment cycle.

2.5 **Taxes and Expenses:** Each party shall be solely responsible for its own taxes, fees, and operating expenses. Armada shall not withhold or remit any taxes on behalf of Partner unless legally required to do so.

2.6 **Back-Office Support:** Armada shall provide all backend infrastructure, system maintenance, billing, updates, and technical support for clients referred by Partner. Partner shall serve as the client relationship manager but shall not be required to perform platform administration or billing functions.

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3. INTELLECTUAL PROPERTY

3.1 **Ownership**: The CyberComply platform, its design, user interface, architecture, source code, documentation, branding, trademarks, and all derivative works are and shall remain the sole and exclusive property of Armada Cyber Defense LLC. No ownership rights or licenses are granted to Partner except as expressly provided herein.

3.2 **Restrictions:** Partner shall not copy, modify, decompile, reverse-engineer, sublicense, resell, white-label, or otherwise distribute the CyberComply software or materials without Armada's prior written consent.

3.3 **Use of Marks:** Partner may use Armada's and CyberComply's logos, trademarks, and trade names only in accordance with Armada's published brand guidelines and solely for purposes consistent with this Agreement.

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4. RELATIONSHIP OBJECTIVE

4.1 The purpose of this partnership is to enable Partner to create a recurring-revenue stream by promoting and supporting CyberComply subscriptions while expanding Armada's market reach through trusted service providers.

4.2 Both parties agree to act in good faith to protect mutual interests, ensure positive client experiences, and uphold professional standards consistent with federal contracting and cybersecurity best practices.

4.3 Nothing herein shall obligate either party to achieve a minimum sales volume; however, both parties agree to collaborate on periodic growth planning, marketing alignment, and customer retention initiatives to enhance overall program success.

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5. TERM AND TERMINATION

5.1 **Term:** This Agreement shall commence on the Effective Date and remain in full force and effect for an initial period of twelve (12) months, automatically renewing for successive one-year terms unless terminated in accordance with this Section.

5.2 Termination for Convenience: Either party may terminate this Agreement without cause by providing thirty (30) days' written notice to the other party.

5.3 **Termination for Cause:** Either party may terminate this Agreement immediately upon written notice if the other party materially breaches its obligations and fails to cure such breach within fifteen (15) business days of receiving notice.

5.4 **Effect of Termination:** Upon termination, Partner shall cease representing itself as an authorized Channel Partner and discontinue use of Armada's trademarks, branding, and platform access except for clients with active subscriptions. Partner shall remain entitled to receive commissions for active subscriptions that originated prior to termination, provided Partner remains in good standing.

5.5 **Survival:** Sections 3 (Intellectual Property), 6 (Confidentiality and Non-Disclosure), 11 (Data Privacy and Security), 12 (Limitation of Liability), and 13 (Non-Solicitation / Non-Compete) shall survive termination or expiration of this Agreement.

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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.

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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.

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8. MARKETING AND BRANDING

Partner may promote CyberComply in its proposals, website, and collateral using Armada-approved logos and language. Any public or co-branded marketing materials, joint press releases, or derivative graphics must be submitted to Armada for written approval prior to publication. Partner shall not make misleading or unauthorized claims regarding CyberComply's capabilities or certifications.

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9. TRAINING AND ONBOARDING SUPPORT

Armada shall provide Partner with up to eight (8) hours of complimentary onboarding and product training following execution of this Agreement. Such training may be delivered virtually or in person, at Armada's discretion. Ongoing refresher or advanced sessions may be arranged upon request, subject to Armada's availability and current partner program policies.

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10. CLIENT RELATIONSHIP OWNERSHIP

10.1 Clients referred or introduced by Partner under this Agreement shall remain the Partner's client of record for the duration of the subscription.

10.2 Armada shall not directly solicit those clients for unrelated services without Partner's prior written consent.

10.3 Client attribution shall be determined by Armada's internal CRM records, which will be deemed conclusive in the event of duplicate claims.

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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.

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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.

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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.

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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.

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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.

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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.

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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: