

SERVICES AGREEMENT

This Services Agreement (“**Services Agreement**”) dated _____ (the “**Effective Date**”), is between Cypher LLC, a Virginia limited liability company with a principal place of business at 44679 Endicott Dr., Suite 314, Ashburn, VA 20147 (“**Cypher**” or “**Service Provider**”), and _____, a _____ [corporation/limited liability company] with a principal place of business at _____ (the “**Customer**”). Each of Cypher and Customer may be referred to herein as a “**Party**” or collectively as the “**Parties**”.

Cypher is in the business of providing information technology and management consulting services. Customer desires to obtain the information technology services from Cypher described in the Order Document(s) to be entered into from time to time pursuant to this Agreement. Customer and Cypher desire to set forth the general terms and conditions pursuant to which Cypher will provide services to Customer under the Order Document(s).

The “**Agreement**” consists of the following documents:

- This Services Agreement
 - Schedule A (General Terms and Conditions)
 - Schedule B (Order Document)
 - Schedule C (Pricing Model)

To the extent of any inconsistency between the Services Agreement, and an executed Order Document, the Services Agreement shall take priority and prevail, followed by the Order Document.

This Services Agreement is not effective unless and until signed by both Parties. Cypher and Customer hereby agree to all terms of the Agreement effective as of the Effective Date.

Cypher LLC

Customer: _____

By: _____

By: _____

Name: Joseph Anderson _____

Name: _____

Title: CEO _____

Title: _____

SCHEDULE A

General Terms and Conditions

1. Definitions.

1.1 “Agreement” has the meaning set forth in the Services Agreement.

1.2 “Authorized User” means Customer’s affiliates, employees, and independent contractors (so long as they are not competitors of Cypher) who are authorized by Customer to access and use G.H.O.S.T. and for whom access to G.H.O.S.T. has been purchased pursuant to this Agreement.

1.3 “Confidential Information” means all information the Receiving Party accesses or receives from the Disclosing Party pursuant to this Agreement, whether oral or in writing (including electronic transmission) concerning the Disclosing Party’s business, technology, finances, customers or prospective customers, security, plans, methods, research and development, prototypes, software, books and records, and other similar information and materials: (i) that is designated as “Confidential” or “Proprietary” by the Disclosing Party, or (ii) that by the nature of the circumstances surrounding disclosure, or the information itself, should be treated as confidential.

1.4 “Customer Data” means all documents, information, content, records, files, and data entered into, received, processed, or stored by or for Customer using G.H.O.S.T., excluding Cypher Data. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of G.H.O.S.T. by or on behalf of Customer or any Authorized User.

1.5 “Cypher Data” means any and all data and information of Cypher that is used or otherwise provided in connection with the provision of G.H.O.S.T. or that relates to G.H.O.S.T..

1.6 “Disclosing Party” has the meaning set forth in **Section 10 (Confidential Information)**.

1.7 “G.H.O.S.T.” means the software, Support Services, Professional Services, Updates, User Materials, training, and other services provided by Cypher as set forth in an Order Document. For the avoidance of doubt, G.H.O.S.T. includes Resultant Data and any information, data, or other content derived from Service Provider’s monitoring of Customer’s access to or use of the services, but does not include Customer Data.

1.8 “Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter existing under or related to any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.9 “Losses” means any claims, actions, damages, liabilities, costs and expenses of every kind and nature, including reasonable legal fees and expenses.

1.10 “Order Document” shall mean an order executed by Cypher and Customer which sets forth the necessary information relating to G.H.O.S.T. that the Customer has the right to receive and the corresponding Fees payable to Cypher. The Order Document is attached as **Schedule B.**

1.11 “Output” shall mean all documents, data, information, records, and other output of G.H.O.S.T..

1.12 “Professional Services” means any professional services provided by Cypher and purchased by Customer pursuant to an applicable Order Document.

1.13 “Receiving Party” has the meaning set forth in **Section 10 (Confidential Information).**

1.14 “Registration Information” means the information requested by Cypher to register individual Authorized Users to use G.H.O.S.T..

1.15 “Resultant Data” means data and information related to Customer’s use of G.H.O.S.T. that is used by Service Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of G.H.O.S.T..

1.16 “Term” means the term set forth in the Order Document.

1.17 “Update(s)” means any improvement, enhancement, modification and/or changes to G.H.O.S.T. offered or provided by Cypher, including any customizations and other developments made for Customer.

1.18 “User ID” means a unique user identification assigned to an authorized individual Authorized User as set forth in **Section 8.1.**

1.19 “User Materials” means any on-line help files or written instruction manuals regarding the use of G.H.O.S.T. made available to Customer by Cypher.

2. Right to Access G.H.O.S.T..

2.1 Right to Use. Subject to Customer’s payment of the Fees and compliance by Customer and all Authorized Users with this Agreement, Cypher hereby grants to Customer during the Term a non-exclusive, non-sublicensable, non-transferable right for Customer and its Authorized Users to access and use G.H.O.S.T. solely for Customer’s internal business purposes in accordance with this Agreement. Notwithstanding anything to the contrary in this Agreement, Cypher reserves the right, in its sole discretion, to make any Updates to G.H.O.S.T. that it deems useful or desirable..

2.2 Restrictions on Use. Customer shall not (and shall not permit others to): (i) reverse engineer, disassemble, decompile, decode, or adapt G.H.O.S.T., or otherwise attempt to derive or

gain access to the source code of G.H.O.S.T., in whole or in part; (ii) modify, adapt, translate, enhance, or otherwise prepare derivative works or improvements of G.H.O.S.T.; (iii) copy G.H.O.S.T., in whole or in part; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available G.H.O.S.T. to any third party; (v) incorporate G.H.O.S.T. into any other software program not provided by Cypher; (vi) remove, obliterate, destroy, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Cypher that are included in G.H.O.S.T., (vii) use G.H.O.S.T. for purposes of: (A) benchmarking or competitive analysis of G.H.O.S.T.; (B) developing, using, or providing a competing software product or service; or (C) any other purpose that is to the detriment or commercial disadvantage of Cypher; (viii) bypass or breach any security device or protection used for or contained in G.H.O.S.T. or otherwise work around any technical limitations contained in G.H.O.S.T.; (iv) attack G.H.O.S.T. via a denial-of-service attack or a distributed denial-of-service attack or otherwise attempt to interfere with the proper working of G.H.O.S.T., or transmit or upload any material to G.H.O.S.T. that contains viruses, Trojan horses, worms, time bombs, or any other harmful or deleterious programs; or (v) use or access G.H.O.S.T. except as expressly permitted in this Agreement.

2.3 Compliance with Laws. Customer agrees to use G.H.O.S.T. in compliance with all applicable laws, rules, and regulations.

3. Authorized Users.

3.1 Limitations on Authorized Users. Customer acknowledges and agrees that access and use of G.H.O.S.T. will be limited to Authorized Users. If Customer requires additional Authorized Users, then Customer may request access for new Authorized Users for the applicable Term, as outlined in the Pricing Model, attached as Schedule C. Subject to any limitations in an Order Document and all requirements under this Agreement, Customer may reassign an Authorized User license from one natural person to another, add Authorized Users, and delete Authorized Users by complying with all requirements, policies and procedures established by Cypher from time to time.

3.2 Protection of Credentials. Customer is responsible and liable for all activities, directly or indirectly, arising out of or resulting from the use of any credential issued to Customer or any Authorized User. Customer shall keep (and shall ensure that Authorized Users keep) accounts and authentication credentials that provide access to G.H.O.S.T. secure and confidential. Customer must notify Cypher without undue delay regarding any misuse of accounts or authentication credentials.

4. Intellectual Property Ownership.

4.1 G.H.O.S.T.. Cypher is the sole and exclusive owner of (and shall retain) all right, title and interest in and to G.H.O.S.T., software, Updates, User Materials, Cypher's Confidential Information, and all other Intellectual Property Rights relating thereto specifications, manuals, tapes, programs, documentation, reports, systems, work product and/or other intangible or intangible material of any nature used, developed, provided or accessible to Customer in connection with this Agreement, including all Intellectual Property Rights therein (the "**Cypher Materials**"). Customer hereby acknowledges and agrees that the Cypher Materials, including

without limitation, Cypher's Confidential Information, constitute and contain valuable proprietary products and trade secrets of Cypher, embodying substantial creative efforts and confidential information, ideas, and expressions. The Parties acknowledge that this Agreement in no way limits or restricts Cypher or any Cypher affiliates from developing or marketing on their own or for any third-party software or services, as from time to time constituted without payment of any compensation, or delivery of any notice, to Customer. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Cypher an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

4.2 Customer Data and Output. As between the Parties, Customer is and shall remain sole owner of all right, title, and interest in and to Customer Data, Output and Customer Confidential Information. Customer hereby grants to Cypher a non-exclusive, irrevocable, worldwide, fully paid, sublicensable, royalty free license to access, distribute, reproduce, adapt, modify, enhance, display, use, and make derivative works of (and to permit its subcontractors and affiliates to access, distribute, reproduce, adapt, modify, enhance, display, use, and make derivative works of) any and all Customer Data and Output (i) during the Term, in order to provide G.H.O.S.T. to Customer and for Cypher to exercise its rights under this Agreement and (ii) in perpetuity (A) to improve the current G.H.O.S.T., (B) to perform or provide analytics and benchmarking, and (C) to create new services, products, solutions, and other offerings. Customer shall be solely responsible for obtaining all necessary licenses, consents, and rights to grant the rights and licenses to Cypher as required by this Section.

4.3 Feedback. To the extent that Cypher receives from Customer or any of its Authorized Users any suggestions, ideas, improvements, modifications, feedback, error identifications or other information related to G.H.O.S.T. or any other products or services ("Feedback"), Cypher may use, disclose, and exploit such Feedback without restriction, including to improve the services and to develop, market, offer, sell, and provide other products and services. Cypher acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

4.4 Reservation of Rights. Cypher reserves all rights not expressly granted to Customer in this Agreement.

4.5 Ownership of and Rights to Cypher Data. As between the Parties, Cypher is and shall remain sole owner of all right, title, and interest in and to Cypher Data and Cypher Confidential Information.

5. Service Limitations, Support Services and Training.

5.1 Service Limitations. G.H.O.S.T. may be temporarily unavailable from time to time due to required maintenance, telecommunications interruptions, or other disruptions. Cypher may also make improvements and/or changes in G.H.O.S.T. at any time without notice. Cypher will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, G.H.O.S.T.. Cypher will not be liable for unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. It is hereby acknowledged that it is Customer's responsibility to validate for correctness all Output and to protect Customer's Data from loss by maintaining backups of all Customer Data and routinely updating such backups. Customer hereby waives any damages occasioned by lost or corrupt Customer Data, incorrect Output or incorrect data files

resulting from a programming error, operator error, equipment or software malfunction, or from the use of third-party software.

5.2 Security Measures. Cypher will maintain reasonable administrative, physical, and technical safeguards designed for the protection of the security, confidentiality, and integrity of G.H.O.S.T. and any Customer Data stored on G.H.O.S.T..

5.3 Support Exceptions. Cypher will not be responsible or liable with respect to any problems or issues arising from (i) unauthorized or improper use of G.H.O.S.T.; (ii) modification, alteration or configuration of G.H.O.S.T. by or for Customer that has not been authorized in writing by Cypher; (iii) hardware, software, technology or intellectual property which has not been provided by Cypher pursuant to this Agreement; (iv) communications facilities; (v) any breach of this Agreement by Customer, or any act or omission of any Authorized User which, if performed or omitted by Customer would be a material breach of this Agreement; and/or (vi) any act or omission of Customer or any Authorized User that prevents, delays, disturbs or interferes with Cypher's performance of its obligations hereunder.

6. Third-Party AI Models.

6.1 Third-Party Licensors. G.H.O.S.T. enables access to and utilization of multiple artificial intelligence (AI) models, some of which are governed by separate end-user license agreements or terms of service provided by third-party licensors. By using any features or functionalities involving such third-party AI models, Customer agrees that there are separate respective terms and conditions associated with each AI model.

6.2 No Warranty. Cypher makes no representations or warranties regarding the performance, accuracy, or reliability of third-party AI models and disclaims all liability for any outputs or actions arising from their use. Any issues, disputes, or claims related to third-party AI models must be addressed directly with the respective third-party licensors, as specified in their agreements.

6.3 Disclaimer. G.H.O.S.T. includes artificial intelligence capabilities designed to provide Outputs based on probabilistic models and training data. While the artificial intelligence component of G.H.O.S.T. has been developed to deliver valuable insights and functionality, it is inherently subject to limitations, including the potential to generate incorrect, misleading, or otherwise unexpected results ("**Hallucinations**"). Customer acknowledges and agrees that: (i) AI-generated outputs are not guaranteed to be accurate, complete, or suitable for any particular purpose; (ii) G.H.O.S.T. is not intended to replace human judgment or decision-making in critical contexts; (iii) Customer is solely responsible for independently verifying the accuracy, appropriateness, and reliability of all Outputs before relying on them for any purpose; and (iv) Cypher disclaims all liability for any outcomes or damages resulting from the use of AI-generated Outputs. Except as provided for in Section 6.2 above, By using G.H.O.S.T., Customer accepts these inherent risks and agrees to assume full responsibility for its use. In the event of any defect or error in G.H.O.S.T. unrelated to the inherent AI limitations, Cypher may, in its sole discretion, provide a correction, workaround, or replacement, utilizing available support hours or resources in the applicable Order Document, as the sole remedy.

7. Fees and Payment.

7.1 Fees and Payment Terms. Customer will pay Cypher or its authorized reseller as applicable the fees, charges, and other expenses set forth in each Order Document or otherwise (the “**Fees**”) without offset or deduction, upon execution of this Services Agreement. All fees are non-refundable.

7.2 Taxes. Cypher shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

8. Customer Responsibilities.

8.1 Registration Information and User IDs. Customer will register each Authorized User using Cypher’s registration process and provide the name, contact information and other information required by Cypher’s online registration process to register each Authorized User (collectively, the “**Registration Information**”) Each Authorized User will have a unique User ID for his or her access to G.H.O.S.T.. Customer will ensure that its Authorized Users will use only their respective assigned User IDs and will never use another’s User ID. Customer will adopt and maintain such security precautions for User IDs to prevent their disclosure to and use by unauthorized persons and will promptly notify Cypher if the security or integrity of a User ID or password has been compromised. Customer will promptly delete or deactivate any Authorized User’s account when that user is no longer an Authorized User.

8.2 Responsibility for Users. Customer will (a) remain responsible for all obligations under this Agreement arising in connection with any use of G.H.O.S.T. by any other person or entity authorized by, through or as a result of an act or omission of Customer (“**Other User**”), including without limitation any Authorized User; (b) be liable for any act or omission by any Other User, which, if performed or omitted by Customer, would be a breach of this Agreement; and (c) any such act or omission of any Other User will be deemed to be a breach of this Agreement by Customer.

8.3 Computer System. Customer will: (a) cooperate and consult with Cypher in the set-up and activation of G.H.O.S.T. for Customer, (b) provide and maintain, in good and working order at all times, all necessary communications equipment, software and other materials necessary for Authorized Users to access and use G.H.O.S.T.. Customer is responsible for the security of its own computer systems and the security of its access to and connection with G.H.O.S.T..

8.4 Authorization; Non-infringement; Delivery of Customer Data. Customer is responsible for obtaining all authorizations, consents, releases, and permissions all necessary or desirable to enter Customer Data into G.H.O.S.T., to use G.H.O.S.T. to process and store Customer Data and to receive the services and Output. Customer and its Authorized Users will not submit any Customer Data or use the services in any way that infringes, misappropriates, or violates any trademark, copyright, patent, trade secret, publicity, privacy or other right of any third party or violates any applicable local, state or federal laws, statutes, ordinances, rules or regulations or any judicial or administrative orders. Cypher shall not be liable for the accuracy, completeness or

authenticity of Customer Data furnished by Customer or any other third party, and shall have no obligation or responsibility to audit, check or verify the Customer Data. Customer shall transmit Customer Data and receive Output by means of a secure network connection with Cypher. Customer shall be responsible for acquiring at its own expense all equipment needed for such transmission unless otherwise agreed in writing by the Parties. If equipment is not provided by Cypher, then Customer equipment shall conform to Cypher specifications and requirements. Customer shall bear all costs associated with the method of transmission used, including without limitation line rentals, installation charges, required deposits, long-distance charges, and/or related hardware, software, and Internet connectivity costs. Any transmission method used must conform to Cypher's specifications and requirements. Cypher shall not be liable or responsible for any loss or delay of Customer Data, Output, reports or any other information that pertains to Customer or the services during any period of transit or electronic transmission to or from Cypher's facility or other agreed delivery location if through no fault of Cypher.

8.5 No Interference with Service Operations. Customer will not take any action that: (a) interferes or attempts to interfere with the proper working of G.H.O.S.T. or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of G.H.O.S.T.; (b) circumvents, disables, or interferes or attempts to circumvent, disable, or interfere with security-related features of G.H.O.S.T. or features that prevent or restrict use, access to, or copying of any data or enforce limitations on use of G.H.O.S.T. or data; or (c) imposes or may impose, in Cypher's sole discretion, an unreasonable or disproportionately large load on G.H.O.S.T. infrastructure.

8.6 Customer Review and Responsibility. Customer will be solely responsible for any services that it provides to others involving the use of G.H.O.S.T., Customer Data, Output or the services. Cypher makes no representations concerning the completeness, accuracy, or utility of any Customer Data in G.H.O.S.T. or any Output or concerning the qualifications or competence of any Authorized User that may place Customer Data in G.H.O.S.T.. Customer shall be solely responsible for ensuring accuracy, completeness and compliance of any Output provided to any third party, and all liabilities and responsibilities in connection with such Output, and Cypher shall not be responsible for the accuracy, completeness, or compliance thereof. Neither Customer nor any other person will have any claim or cause of action against Cypher as a result of any professional or other services rendered or withheld in connection with the use of G.H.O.S.T., Customer Data, Output or the services.

9. Term and Termination.

9.1 Term.

(a) **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall remain in effect for the duration set out in the Order Document. Upon expiration of the initial term, this Agreement may be renewed for periods of one (1) year, by executing a written order.

9.2 Suspension. Cypher reserves the right to temporarily suspend Customer's (and the Authorized Users') access to or use of G.H.O.S.T. if Cypher reasonably believes that (i) reserved, (ii) such suspension or

termination is necessary to avoid material harm to Cypher, Customer, Cypher's other customers, or any other third party, or (iii) such suspension or termination is required by law or at the request of any governmental or regulatory authority

9.3 Termination.

(a) **Termination for Material Breach.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Cypher shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

(b) **Reserved.**

(c) **Termination Fees.** In no event will termination for any reason relieve Customer of its obligation to pay any fees payable to Cypher for the period prior to the effective date of any termination, nor will such termination entitle Customer to any refund.

9.4 Effect of Termination.

(a) Upon termination for any reason, all licenses granted hereunder will automatically terminate, and Cypher may immediately disable and discontinue Customer's access to and use of G.H.O.S.T. without additional notice to Customer, provided that, for clarity, Service Provider's obligations under this **Section 9.4** do not apply to any Resultant Data. Customer will return to Cypher all User Materials and other materials it has acquired pertaining to G.H.O.S.T. or any Confidential Information. Upon request, Customer will provide to Cypher a certification of destruction by an authorized officer of Customer. In addition, all fees and payment obligations of Customer will become immediately due and payable.

(b) Once a Party has provided notice of termination or non-renewal to the other Party pursuant to this Section, the Parties will use their commercially reasonable efforts to reach agreement as to an "**exit plan**" including, to the extent possible, the appropriate transition of the services. Any transition services provided by Cypher shall be chargeable at Cypher's then current professional services rates.

(c) All rights to payment will survive any expiration or termination of the Agreement.

10. Confidential Information.

10.1 Obligations. The Parties acknowledge that the services require disclosure by a Disclosing Party to a Receiving Party of certain of the Disclosing Party's Confidential Information. With respect to Confidential Information of the Disclosing Party that is disclosed to the Receiving Party, the Receiving Party shall, subject to the exceptions stated herein: (a) maintain and protect the confidentiality of the information with the same care and measures to avoid unauthorized disclosure or access as the Receiving Party uses with its own Confidential Information, but in no event less than a reasonable standard of care; (b) use the information solely to carry out the purposes for which the information was disclosed; and limit access to the information to: (i) employees of the Receiving Party, or of its subsidiaries or affiliates, who have a need to know to facilitate, monitor or review the delivery, receipt or performance of the services; (ii) employees of the Receiving Party's suppliers or licensors who have a need to know the information solely for the purpose of facilitating the performance, delivery or use of the services; and (iii) the Receiving Party's external attorneys and auditors. Any of the foregoing individuals to whom the Receiving Party discloses information must be under a legally binding obligation to maintain the confidentiality of the information. The Receiving Party shall remain responsible to the Disclosing Party for acts or omissions of such individuals that if committed by the Receiving Party would constitute a violation of the Receiving Party's confidentiality obligations hereunder. Customer shall not disclose the terms and conditions of this Agreement, including without limitation, pricing (excluding GSA Schedule Pricing), to any third party without Cypher's prior written consent.

10.2 Exceptions. The Receiving Party shall not be in violation of this Agreement for: disclosing Confidential Information of the Disclosing Party that (a): (i) is or becomes publicly available other than as a result of a breach of this Agreement, (ii) is disclosed to the Receiving Party by a third party not subject to any obligation of confidentiality, (iii) was already known by the Receiving Party prior to the date of this Agreement (unless disclosed in connection with negotiations and discussions related to this Agreement or associated transactions), or (iv) was independently developed by the Receiving Party without reference to Confidential Information received from the Disclosing Party; or (b) disclosing Confidential Information of the Disclosing Party when required to do so by (i) the Receiving Party's federal or state regulatory agencies, or (ii) a federal or state law or regulation, or a subpoena or court order or agency action that requires disclosure, provided, however, that, if disclosure of Confidential Information is required by any of the foregoing, the Receiving Party shall, unless prohibited by law, regulation or court or agency order, promptly notify the Disclosing Party and, at the Disclosing Party's request and expense, cooperate with the Disclosing Party's efforts, if any, to prevent or limit the disclosure. Cypher recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor. Customer recognizes that the Freedom of Information Act includes protections for submitters of information, including, *inter alia*, Exemption 4 for "trade secrets and commercial or financial information obtained from a person and privileged or confidential." 5 U.S.C. § 552(b)(4).

10.3 No License; Return of Information. Nothing in this Section shall be construed as a grant or assignment of any right or license in the Disclosing Party's Confidential Information. The Disclosing Party's Confidential Information shall at all times remain the property of the Disclosing Party. At any time the Disclosing Party reasonably requests, and in any event upon the termination or expiration of this Agreement, the Receiving Party shall, at the election of the Disclosing Party, promptly return to the Disclosing Party all Confidential Information of the Disclosing Party in the Receiving Party's possession or control, or certify in writing to the

Disclosing Party that the Confidential Information has been destroyed, subject to any provisions in this Agreement regarding return of Customer's Data or as otherwise agreed between the Parties for the transfer of Customer's Data to a third party.

10.4 Remedies and Responsibilities. The Receiving Party acknowledges that the Disclosing Party has the right to take all reasonable steps to protect the Disclosing Party's Confidential Information, including without limitation, seeking injunctive relief and/or any other remedies that may be available at law or in equity, all of which remedies shall be cumulative and in addition to any rights and remedies available by contract, law, rule, regulation or order. Any requirements for a bond in connection with any such injunctive or other equitable relief are hereby waived by both Parties.

10.5 Confidentiality Period. The obligations and restrictions of a Receiving Party set forth in this **Section 10 (Confidential Information)** will apply during the term of this Agreement and for a period of three (3) years following the termination or expiration of this Agreement (the "***Confidentiality Period***"); provided, that, with respect to any Confidential Information that constitutes a "trade secret" under applicable law, the obligations and restrictions of a Receiving Party set forth in this **Section 10 (Confidential Information)** will continue for the longer of (i) the Confidentiality Period and (ii) until such Confidential Information ceases to constitute a "trade secret" under applicable law.

11. Warranties.

11.1 Mutual Warranties. Each Party represents and warrants: (i) that it is duly organized, validly existing and in good standing, and is qualified and/or licensed to do business in all jurisdictions to the extent necessary to carry out its obligations under this Agreement; (ii) that its execution, delivery, and performance of this Agreement shall not violate or constitute a default under any agreement of such Party; and (iii) that it has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform its obligations under this Agreement.

11.2 Cypher Warranties. Cypher warrants to Customer that (i) Cypher will provide G.H.O.S.T. using a commercially reasonable level of care and skill for the duration of the applicable Term and (ii) the Professional Services will be performed in a workmanlike manner. As Customer's sole and exclusive remedy and Cypher's sole and exclusive liability for breach of the above warranty, Cypher shall, at its sole option and expense, (A) with respect to G.H.O.S.T., reasonably correct G.H.O.S.T. so that it conforms to the above warranty (or if Cypher is unable to make G.H.O.S.T. operate as warranted, then Cypher may elect to refund the unused portion of any Fees paid to Cypher for the defective G.H.O.S.T. and the license for such defective G.H.O.S.T. will terminate) or (B) with respect to the Professional Services, if Customer notified Cypher of such failure to comply with such warranty within ten (10) days of completion of the Professional Services at issue, then Cypher will reperform that portion of the Professional Services that did not comply with the above warranty (or if Cypher is unable to reperform the portion of the Professional Services in a manner that complies with such warranty, then Cypher may elect to refund to Customer a portion of the Fees paid for such Professional Services that reflects the diminished value of the Professional Services as determined by Cypher). Notwithstanding anything to the contrary contained in this Section, the above warranties shall not apply if such noncompliance arises from: (A) Customer's breach of any provision in this Agreement, (B) modification or repair to G.H.O.S.T. not made by Cypher; (C) use of G.H.O.S.T. in a manner inconsistent with this Agreement; (D) anything Customer provides (including any Customer Data) or designs (including configurations, instructions, requirements, or specifications); or (E) the combination, operation or

use of G.H.O.S.T. with any software, systems, solutions, services, hardware, products, technology, or infrastructure not provided or approved by Cypher.

11.3 Customer Warranties. Customer warrants to Cypher that: (i) Customer owns all rights, title, and interest in and to the Customer Data; (ii) Customer has secured all rights, licenses, authorizations, permits and approvals necessary to permit Cypher to use the Customer Data in connection with the provision of G.H.O.S.T. in accordance with this Agreement (and otherwise for Cypher to exercise its rights as set forth in this Agreement) and (iii) the Customer Data do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights (including any privacy rights) of any third party or violate any applicable laws, rules, or regulation.

11.4 Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, CYPHER MAKES NO WARRANTIES RELATED TO G.H.O.S.T. OR SOFTWARE PROVIDED BY CYPHER HEREUNDER. AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE SERVICES AND G.H.O.S.T. PLATFORM ARE PROVIDED “AS IS.” CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE SELECTION OF G.H.O.S.T. AND SOFTWARE TO ACHIEVE CUSTOMER’S INTENDED RESULTS AND FOR ITS USE OF THE RESULTS OBTAINED FROM G.H.O.S.T. AND SOFTWARE. CYPHER DOES NOT WARRANT THAT G.H.O.S.T. OR SOFTWARE MEET CUSTOMER’S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE.

12. Limitations of Liability.

12.1 Consequential Damages. EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR AMOUNT OF SUCH LOSSES OR DAMAGES IN ADVANCE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR, NOR WILL THE MEASURE OF DAMAGES INCLUDE: (I) ANY LOSS OF REVENUE, PROFIT, GOODWILL, OR ANTICIPATED SAVINGS; (II) LOSSES IN RESPECT OF BUSINESS INTERRUPTION, OR DIMINISHED BUSINESS VALUE; OR (III) ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR’S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

12.2 SUBJECT TO THIS SERVICES AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY’S AGGREGATE LIABILITY (INCLUDING LIABILITY OF A PARTY’S AFFILIATES) FOR ALL LOSSES ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, WHETHER IN CONTRACT (INCLUDING UNDER ANY INDEMNITY), TORT (INCLUDING NEGLIGENCE), STATUTE, EQUITY, STRICT LIABILITY, WARRANTY OR OTHERWISE WILL NOT EXCEED THE LESSER OF:

- (a) Customer’s direct Losses actually incurred; or
- (b) The total Fees paid by Customer to Cypher.

12.3 Notwithstanding the foregoing, Cypher's sole obligation in the event of an error by Cypher in the performance of G.H.O.S.T. or any other services under this Agreement shall be

limited to reprocessing applicable data or reperforming the services. Cypher shall have no liability, express or implied, for any Losses: (A) resulting directly or indirectly from Customer's internal operations, equipment, systems, or software owned or licensed by Customer or by third Parties. Even if Cypher was advised of the possibility of such losses, except as expressly provided otherwise herein, Customer acknowledges that Cypher has set its Fees, and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in this Agreement, and that the same form an essential basis of the bargain between the Parties.

13. Indemnification.

13.1 Indemnification of Customer by Cypher. Subject to the limitations of liability in **Section 12**, Cypher shall indemnify, defend and hold harmless Customer, its affiliates, officers, directors, managers, owners, employees, successors and permitted assigned (the "**Customer Indemnitees**") from and against any Losses suffered, incurred or sustained by Company Indemnitees or to which Company Indemnitees become subject, resulting from, arising out of or relating to any third party claim based on Cypher's alleged infringement of any Intellectual Property Right of a third party under the laws of the United States arising out of the software, unless and except to the extent that such infringement is caused by (a) modification of G.H.O.S.T. or software by anyone other than Cypher, (b) Cypher's compliance with Customer's unique specification or instructions, (c) Cypher's use of trademarks, Customer Data, or other materials supplied by Customer, (d) use of G.H.O.S.T. or any software in connection or in combination with equipment, devices, or software not provided by Cypher (but only to the extent that such G.H.O.S.T. or software alone would not have infringed); (e) the use of any software other than as permitted under this Agreement or in a manner for which it was not intended; or (f) use of other than the most current release or version of any software (if such claim would have been prevented by the use of such release or version). Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

13.2 If the software becomes the subject of an infringement claim under **Section 13.1**, or in the Cypher's opinion is likely to become the subject of such a claim, then Cypher may, at its option and in its sole discretion, (a) replace or modify the software to make it non-infringing or (b) procure the right to continue using the software. If neither alternative is available on commercially reasonable terms, Cypher shall have the right to cease the use of the software and terminate the applicable G.H.O.S.T. and refund a pro rata portion of any fees paid for such G.H.O.S.T.. The foregoing obligations will be Customer's sole and exclusive remedy for any claims of infringement.

13.3 Reserved.

13.4 Indemnification Procedures. If any third party makes a claim covered by Section 13.1 or Section 13.3 against a Customer Indemnitee or Cypher Indemnitee, as applicable (either an “Indemnitee”) with respect to which such Indemnitee intends to seek indemnification under this Section, such Indemnitee shall give notice of such claim to the indemnifying party, including a brief description of the amount and basis therefor, if known. Upon giving such notice, the indemnifying party shall be obligated to defend such Indemnitee against such claim and shall be entitled to assume control of the defense of the claim with counsel chosen by the indemnifying party, reasonably satisfactory to the Indemnitee. The Indemnitee shall cooperate fully with and assist the indemnifying party in its defense against such claim in all reasonable respects. The indemnifying party shall keep the Indemnitee fully apprised at all times as to the status of the defense. Notwithstanding the foregoing, the Indemnitee shall have the right to employ its own separate counsel in any such action, but the fees and expenses of such counsel shall be at the expense of the Indemnitee. Neither the indemnifying party nor any Indemnitee shall be liable for any settlement of action or claim effected without its consent. Notwithstanding the foregoing, the Indemnitee shall retain, assume, or reassume sole control over all expenses relating to every aspect of the defense that it believes is not the subject of the indemnification provided for in this Section. Until both (a) the Indemnitee receives notice from indemnifying party that it will defend, and (b) the indemnifying party assumes such defense, the Indemnitee may, at any time after ten (10) days from the date notice of claim is given to the indemnifying party by the Indemnitee, resist or otherwise defend the claim or, after consultation with and consent of the indemnifying party, settle or otherwise compromise or pay the claim. The Indemnitee shall keep the indemnifying party fully apprised at all times as to the status of the defense.

14. General.

14.1 Survival. The provisions set forth in the following sections, and any other right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement including: Section 1 (Definitions), Section 4 (Intellectual Property Ownership), Section 10 (Confidential Information)(for the time period specified herein), Section 12 (Limitations of Liability), Section 13 (Indemnification), and Section 14 (General).

14.2 Assignment. Successors. No right or license under this Agreement may be assigned or transferred by Customer, nor may any duty be delegated by Customer without Cypher’s prior written consent. Any assignment, transfer or delegation in contradiction of this provision will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the successors and assigns of Customer and Cypher.

14.3 Subcontracting. Cypher may freely subcontract its duties and obligations under this Agreement. In the event that Cypher subcontracts any of its duties and obligations, Cypher agrees that: (i) the third party shall execute a confidentiality agreement consistent with the terms of this Agreement and (ii) any such permitted subcontracting shall not release Cypher from any of its obligations under this Agreement.

14.4 Force Majeure. In accordance with FAR Clause 52.212-4(f), notwithstanding any other provision of this Agreement, no Party to this Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any

cause beyond the reasonable control of, and without fault or negligence by, such Party or its officers, directors, employees, agents, or contractors. Without limiting the foregoing, the following shall constitute events of force majeure: acts of State or governmental action, riots, war, terrorism, strikes, lockouts, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, any other acts of God or any third party, the failure of telecommunications equipment or other hardware, any third-party software or any third-party services.

14.5 Governing Law. This Agreement shall be governed by the Federal laws of the United States.

14.6 Reserved.

14.7 Notice. All notices required or permitted under this Agreement will be in writing and sent by certified mail, return receipt requested, or by reputable oversight courier, or by hand delivery. The notice address for Cypher is 44679 Endicott Dr., Suite 314, Ashburn, VA 20147; and the notice address for Customer is the address specified in the Agreement signature page. Any notice sent in the manner sent forth above shall be deemed sufficiently given for all purposes hereunder (i) in the case of certified mail, on the second business day after deposited in the U.S. mail and (ii) in the case of overnight courier or hand delivery, upon delivery. Either Party may change its notice address by giving written notice to the other Party by the means specified in this Section.

14.8 Independent Contractor. Cypher is acting as an independent contractor in its capacity under this Agreement. Nothing contained in this Agreement or in the relationship of the Customer and Cypher shall be deemed to constitute a partnership, joint venture, or any other relationship between the Customer and Cypher except as is limited by the terms of this Agreement.

14.9 Use of Name. Cypher may use in advertising, publicity, or otherwise the fact that Customer is a customer of Cypher to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

14.10 Export Control. Customer shall not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business, such as the Export Administration Regulations (“**EAR**”) maintained by the United States Department of Commerce, trade and economic sanctions maintained by the United States Treasury Department’s Office of Foreign Assets Control, and the International Traffic in Arms Regulations (“**ITAR**”) maintained by the United States Department of State.

14.11 Miscellaneous. This Agreement, together with the exhibits hereto, constitutes the entire agreement between Cypher and Customer with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the Parties with respect to such matter. This Agreement, including the exhibits and schedules hereto, may be amended only by an instrument in writing executed by the Parties or their permitted assignees. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or arbitrator by reason of such Party having or being deemed to have structured or drafted such provision. The headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect in any way the full right to require the performance at any subsequent time. The waiver by either Party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of the provision itself. Any course of performance shall not be deemed to amend or limit any provision of this Agreement. This Agreement may be signed in counterparts with the same effect as if the signatures were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in “portable document format” (“**.pdf**”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

Schedule B
Order Document

Order Document

ORDER #

DATE

Service Provider: Cypher LLC
Customer:

Licenses

G.H.O.S.T. Mobile: []

G.H.O.S.T. Core (On-Prem): []

G.H.O.S.T. Core (Online): []

Value Added Services

Model Fine Tuning: []

G.H.O.S.T. Platform Customization: []

Service Provider: Cypher LLC

Customer:

Signature

Signature

Joseph Anderson

Name

Name

CEO

Title

Title

Date

Date

Schedule C

Proprietary & Confidential Pricing

Do Not Distribute



PRICE OFFERING

G.H.O.S.T. **CORE:** \$500,000 ANNUAL SUBSCRIPTION PER INSTANCE

INCLUDES:

- ✓ 1 Annual License
- ✓ 10 User Accounts
- ✓ Software Installation & Configuration
- ✓ Familiarization Training
- ✓ Business Hours Phone 8-5 EST/24 Hour Email Technical Support

- ✓ 1 Annual License-minimum purchase of 4
- ✓ Hardware (Laptop)
- ✓ Software Installation & Configuration
- ✓ Familiarization Training
- ✓ Business Hours Phone 8-5 EST/24 Hour Email Technical Support

G.H.O.S.T. **ONLINE:** \$500,000 ANNUAL SUBSCRIPTION ENCLAVE

INCLUDES:

- ✓ 1 Annual License
- ✓ 10 User Accounts
- ✓ Dedicated Online Enclave & Configuration
- ✓ Familiarization Training
- ✓ Business Hours Phone 8-5 EST/24 Hour Email Technical Support

CYPHER

44679 Endicott Dr. Suite 314 Ashburn VA. 20147 (571) 449-1368

FOOTNOTES

1. G.H.O.S.T. Core operates using a hub-and-spoke model, where a centralized server (hub) hosts all AI processing, agents, and data—leveraging laptops or workstations (spokes) to connect over a secure local network to access the platform.

- The hub runs the core engine, AI models, and knowledge base.
 - Spoke clients are dependent endpoints used for user interaction and collaboration.
 - All compute remains on the hub, while clients serve as access portals within an air-gapped enclave.
 - Supports multi-user operations in TOCs, SCIFs, or field-deployed environments without external connectivity.
2. Additional Model fine-tuning or interface customizations is available upon request and priced seperately.



