

MASTER SERVICES AGREEMENT (MSA)

Cyber Dogs LLC 2341 Broadwater Ave., Billings, MT 59102 info@cyberdogs.ai

This Master Services Agreement (the "**Agreement**" or "**MSA**") governs the relationship between **Cyber Dogs LLC**, a Montana limited liability company with its principal place of business at 2341 Broadwater Ave., Billings, MT 59102 ("**Cyber Dogs**," "**Provider**," "**we**," "**us**," or "**our**"), and the client identified on the applicable Statement of Work, proposal, quote, or order form (the "**Client**," "**you**," or "**your**").

This Agreement, together with each Statement of Work ("**SOW**") and any incorporated addenda or exhibits (collectively, the "**Terms**"), constitutes the complete agreement between the parties.

ACCEPTANCE. Client accepts these Terms by any of the following: (a) signing an SOW, proposal, or order form; (b) authorizing Cyber Dogs to begin work via email, electronic acknowledgment, or verbal confirmation followed by written confirmation from Cyber Dogs; or (c) using or continuing to use Cyber Dogs' services after receiving notice of these Terms. Each method constitutes a binding acceptance of this Agreement.

In the event of a conflict between the SOW and this MSA, **the SOW controls** with respect to the specific services it describes, but only to the extent of the conflict.

1. DEFINITIONS

- "**Client Data**" means any data, content, files, credentials, or materials Client provides to or makes available to Cyber Dogs in connection with the Services.
- "**Cyber Dogs IP**" means all pre-existing or independently developed materials, frameworks, methodologies, templates, prompts, models, code, tools, and know-how owned or controlled by Cyber Dogs.
- "**Deliverables**" means tangible work product specifically identified in an SOW as a deliverable.
- "**Effective Date**" means the date the first SOW is signed by both parties.
- "**Services**" means any advisory, consulting, assessment, training, implementation, AI integration, or related work performed by Cyber Dogs under an SOW.
- "**Third-Party Tools**" means any AI models, software, platforms, APIs, or services not owned by Cyber Dogs that are used in connection with the Services, including but not limited to large language models, foundation models, machine-learning platforms, and cloud services.

2. STRUCTURE OF THE ENGAGEMENT

This MSA establishes the general terms governing all Services. The specific scope, deliverables, timeline, and fees for any engagement are defined in a written SOW signed by both parties. Multiple SOWs may exist simultaneously under this MSA.

This MSA remains in effect for the duration of any active SOW and continues thereafter until terminated as set forth in Section 17.

3. SCOPE OF SERVICES

Cyber Dogs provides advisory, consulting, AI strategy, AI implementation, training, and related professional services as described in applicable SOWs.

Unless an SOW expressly states otherwise:

- All Services are **advisory and consultative**. Cyber Dogs does not act as Client's employee, agent, partner, joint venturer, or fiduciary.
- Cyber Dogs does not make business decisions on Client's behalf and does not assume operational responsibility for Client's business, technology, or compliance posture.
- Cyber Dogs does not provide legal, accounting, tax, medical, financial-planning, or other regulated professional advice. Recommendations regarding regulated subject matter are general in nature and Client must consult licensed professionals before acting.
- Cyber Dogs' obligations are limited to providing **reasonable professional effort** under the circumstances. Cyber Dogs does not guarantee any particular outcome, result, or level of performance.

4. INDEPENDENT CONTRACTOR

Cyber Dogs is an **independent contractor**. Nothing in this Agreement creates an employment, agency, partnership, joint venture, or franchise relationship. The parties intend that the relationship satisfy the independent contractor criteria under Mont. Code Ann. § 39-71-417 and applicable IRS standards.

Cyber Dogs determines the manner, methods, scheduling, and personnel used to perform the Services. Cyber Dogs is solely responsible for its own taxes, insurance, workers' compensation, benefits, and employment-related obligations for itself and its personnel. Client will not provide any employee benefits to Cyber Dogs or its personnel.

Cyber Dogs may serve other clients during the term of this Agreement, including clients in the same industry as Client, except where an SOW expressly imposes an exclusivity restriction.

5. CLIENT RESPONSIBILITIES

Client agrees to:

- Provide accurate, complete, and timely information, materials, access, and decisions necessary for Cyber Dogs to perform the Services
- Designate qualified stakeholders and decision-makers with authority to direct the engagement
- Provide timely review and approval of deliverables and recommendations
- Maintain its own backups, security controls, and data-protection measures, including for any Client Data shared with Cyber Dogs
- Comply with all applicable laws and regulations, including data privacy, employment, AI governance, intellectual property, and industry-specific regulations
- Independently review, validate, and approve any AI output, recommendation, or deliverable before relying on or implementing it
- Pay all undisputed invoices on time

Cyber Dogs is **not responsible** for any delay, cost, loss, claim, or damage caused in whole or in part by Client's failure to meet these responsibilities.

6. FEES, PAYMENT, AND ACCELERATION

6.1 Fees

Fees, payment schedules, and rates are set forth in each SOW. All fees are stated in U.S. Dollars and are exclusive of any taxes, surcharges, or third-party costs.

6.2 Invoices and Payment Terms

Unless otherwise stated in an SOW:

- Invoices are due **Net 15** from the date of issuance
- Recurring/retainer fees are payable in advance; project fees are payable per the SOW milestones
- All fees are **non-refundable** once Services have been rendered or hours expended
- Client is responsible for all applicable taxes (Montana imposes no general sales tax, but Client remains responsible for any use, excise, federal, or local taxes)

6.3 Late Payments

Past-due amounts accrue interest at **one and one-half percent (1.5%) per month** (18% APR), or the maximum rate permitted by Montana law, whichever is lower. Client also agrees to

reimburse Cyber Dogs for all reasonable costs of collection, including attorneys' fees and collection-agency charges. A returned-payment fee of **\$50** applies to any failed ACH or returned check.

6.4 Acceleration

If Client defaults on payment and fails to cure within ten (10) days of written notice, all unpaid amounts under this Agreement and any active SOW become immediately due and payable, including the remaining contract value of any retainer, fixed-fee, or minimum-commitment engagement.

6.5 Disputed Invoices

Client must dispute any invoice in writing within fifteen (15) days of receipt, with detailed supporting documentation. Failure to do so waives any right to dispute. Undisputed amounts must be paid on time regardless of any dispute.

6.6 Reliance on Appearance of Validity

Cyber Dogs is entitled to rely on any approval, authorization, instruction, or order received from any email address associated with Client's domain or from any individual Client has identified as a contact, account manager, or authorized representative. Client is responsible for managing access to its own email and accounts.

7. NO GUARANTEES, WARRANTIES, OR OUTCOMES

7.1 General Disclaimer

ALL SERVICES, RECOMMENDATIONS, ANALYSES, ARTIFACTS, AND DELIVERABLES ARE PROVIDED "**AS IS**" AND "**AS AVAILABLE**," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. CYBER DOGS DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

7.2 No Outcome Guarantee

Cyber Dogs makes **no representation, warranty, or guarantee** regarding:

- Revenue, profit, cost savings, ROI, or any business or financial outcome
- Productivity gains, efficiency improvements, or workforce impact
- The accuracy, completeness, currency, reliability, or fitness of any AI output, model response, prompt response, or third-party model
- The performance, uptime, availability, or continued existence of any Third-Party Tool

- Compliance with any specific law, regulation, framework, certification, or industry standard (Client is solely responsible for its own compliance)
- The absence of bias, hallucination, error, or omission in AI outputs
- The suitability of any recommendation for Client's specific business, legal, or operational context

7.3 Limited Service Warranty

For a period of **thirty (30) days** following delivery of any specific Service or Deliverable, Cyber Dogs warrants that the Services will be performed in a professional manner consistent with generally applicable industry standards. Client's **sole and exclusive remedy** for breach of this warranty is, at Cyber Dogs' option: (a) re-performance of the deficient Service; or (b) credit toward future Services in an amount not exceeding the fees paid for the deficient Service.

This Section 7 is the **only** warranty given by Cyber Dogs. All other warranties are expressly disclaimed.

8. INTELLECTUAL PROPERTY

8.1 Cyber Dogs IP

Cyber Dogs retains all right, title, and interest in and to Cyber Dogs IP, including any improvements, modifications, derivative works, methodologies, prompts, prompt libraries, frameworks, code libraries, evaluation tools, and know-how, regardless of whether developed before, during, or after the engagement.

8.2 License to Client

Subject to Client's full payment of all fees due, Cyber Dogs grants Client a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Deliverables internally for Client's own business purposes, unless an SOW specifies a broader or narrower license.

8.3 Client Data

As between the parties, Client retains all rights to Client Data. Client grants Cyber Dogs a limited, royalty-free license to access, use, copy, transmit, and modify Client Data solely as necessary to perform the Services. Cyber Dogs may retain anonymized or aggregated learnings, statistical information, and improvements to Cyber Dogs IP derived from the engagement, provided no Client Data or Confidential Information is identifiable in such learnings.

8.4 Feedback

Any suggestions, ideas, or feedback Client provides regarding Cyber Dogs' services, methodologies, or tools may be used by Cyber Dogs without restriction or compensation.

8.5 No Other Transfer

Except as expressly set forth in this Agreement, no rights or licenses are granted by either party, whether by implication, estoppel, or otherwise.

9. CONFIDENTIALITY

9.1 Confidential Information

"Confidential Information" means any non-public business, technical, financial, or proprietary information disclosed by one party (the **"Disclosing Party"**) to the other (the **"Receiving Party"**), whether marked as confidential or not, that a reasonable person would understand to be confidential. Confidential Information includes Cyber Dogs IP, Cyber Dogs' methodologies, prompt libraries, pricing, and Client Data.

9.2 Obligations

The Receiving Party will: (a) use Confidential Information solely to perform under this Agreement; (b) protect it with at least the same care it uses for its own confidential information, and in no event less than reasonable care; and (c) limit access to personnel and contractors with a need to know who are bound by confidentiality obligations no less protective than those in this Agreement.

9.3 Exclusions

Confidential Information does not include information that: (a) is or becomes publicly available without breach of this Agreement; (b) was rightfully known to the Receiving Party before disclosure; (c) is independently developed without use of Confidential Information; or (d) is rightfully received from a third party without confidentiality obligations.

9.4 Compelled Disclosure

The Receiving Party may disclose Confidential Information as required by law or court order, provided it gives the Disclosing Party prompt notice (where legally permitted) and reasonable cooperation in seeking a protective order.

9.5 Survival

Confidentiality obligations survive termination for **three (3) years**, except for trade secrets, which remain protected for as long as they qualify under applicable law.

9.6 Equitable Relief

The parties agree that breach of confidentiality may cause irreparable harm for which monetary damages are inadequate. The non-breaching party is entitled to seek injunctive relief, without bond, in addition to any other available remedies.

10. AI & TECHNOLOGY ACKNOWLEDGMENT

Client expressly acknowledges and agrees that:

- AI systems, including large language models and other generative AI, are **probabilistic, non-deterministic, and continuously evolving**. They can and do produce outputs that are inaccurate, incomplete, biased, hallucinated, outdated, or otherwise unreliable.
- AI outputs **must be independently reviewed, validated, and approved by qualified human personnel** before being relied upon, distributed, deployed, or acted upon.
- Third-Party Tools (including AI models, APIs, and platforms) are owned, operated, and controlled by parties other than Cyber Dogs. Their availability, accuracy, pricing, terms of service, and data-handling practices are **outside Cyber Dogs' control** and may change without notice.
- Laws, regulations, and industry standards governing AI are evolving rapidly. Cyber Dogs cannot and does not guarantee that any deliverable, recommendation, or implementation will remain compliant with future legal or regulatory requirements.
- AI tools may inadvertently disclose, reproduce, or generate content that infringes intellectual property rights of third parties. Client is solely responsible for clearing the use of AI outputs in its own context.
- Use of Client Data with Third-Party Tools may be subject to those providers' terms of service, including data-retention, training-use, and confidentiality terms over which Cyber Dogs has no control. Client is responsible for reviewing and accepting those terms.

11. AI OUTPUT, DATA, AND TECHNOLOGY LIABILITY WAIVER

READ CAREFULLY. THIS SECTION SIGNIFICANTLY LIMITS CYBER DOGS' LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY MONTANA LAW, CLIENT HEREBY **WAIVES, RELEASES, AND HOLDS HARMLESS** CYBER DOGS AND ITS MEMBERS, MANAGERS,

OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (THE "**RELEASED PARTIES**") FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, EXPENSES, AND CAUSES OF ACTION (INCLUDING REASONABLE ATTORNEYS' FEES), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE, ARISING OUT OF OR RELATING TO:

(a) ANY OUTPUT, RECOMMENDATION, RESPONSE, ANALYSIS, OR ARTIFACT GENERATED BY OR WITH THE ASSISTANCE OF ARTIFICIAL INTELLIGENCE, INCLUDING ANY HALLUCINATION, INACCURACY, BIAS, OMISSION, OR ERROR;

(b) ANY DECISION OR ACTION TAKEN BY CLIENT (OR FAILURE TO TAKE ACTION) BASED ON SERVICES, DELIVERABLES, OR AI OUTPUTS;

(c) ANY DATA BREACH, UNAUTHORIZED ACCESS, DATA LOSS, DATA CORRUPTION, RANSOMWARE EVENT, MALWARE INFECTION, PHISHING ATTACK, OR OTHER CYBERSECURITY INCIDENT INVOLVING CLIENT'S SYSTEMS, ACCOUNTS, OR DATA, WHETHER OCCURRING BEFORE, DURING, OR AFTER THE ENGAGEMENT;

(d) ANY ACT, OMISSION, OUTAGE, PRICING CHANGE, TERMS-OF-SERVICE CHANGE, DATA-HANDLING PRACTICE, OR DISCONTINUATION OF ANY THIRD-PARTY TOOL OR PROVIDER;

(e) ANY INTELLECTUAL-PROPERTY, COPYRIGHT, TRADEMARK, RIGHT-OF-PUBLICITY, OR PRIVACY CLAIM ARISING FROM CLIENT'S USE, DISTRIBUTION, OR DEPLOYMENT OF AI OUTPUTS OR DELIVERABLES;

(f) ANY REGULATORY INVESTIGATION, ENFORCEMENT ACTION, FINE, PENALTY, OR JUDGMENT IMPOSED ON CLIENT;

(g) ANY LOSS, CORRUPTION, OR DESTRUCTION OF CLIENT DATA, INCLUDING DURING DATA PROCESSING, TRANSFER, OR INTERACTION WITH THIRD-PARTY TOOLS;

(h) ANY HARM TO CLIENT'S CUSTOMERS, EMPLOYEES, OR THIRD PARTIES RESULTING FROM CLIENT'S DEPLOYMENT OF AI TOOLS OR DELIVERABLES;

(i) ANY DELAY, INTERRUPTION, OR FAILURE OF SERVICES CAUSED BY THIRD-PARTY OUTAGES, FORCE MAJEURE EVENTS, OR CIRCUMSTANCES BEYOND CYBER DOGS' REASONABLE CONTROL.

CLIENT ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR (i) BACKING UP ITS OWN DATA, (ii) MAINTAINING ITS OWN CYBERSECURITY CONTROLS, (iii) REVIEWING ALL AI OUTPUTS BEFORE USE, AND (iv) COMPLYING WITH ALL APPLICABLE LAWS GOVERNING ITS USE OF AI AND DATA.

12. DECLINED RECOMMENDATIONS

Cyber Dogs may, from time to time, recommend specific tools, controls, governance practices, training, or operational changes. Client is free to accept or decline any recommendation. However, if Client declines or fails to implement a Cyber Dogs recommendation — for cost reasons or otherwise — Client expressly **assumes all risk** associated with that decision and **releases Cyber Dogs** from any claim, loss, or damage arising from or related to the absence of the declined item or the consequences of not implementing it. Cyber Dogs is not obligated to repeat declined recommendations or to revise the engagement to compensate for declined items, except pursuant to a separate written SOW.

13. LIMITATION OF LIABILITY

13.1 Excluded Damages

TO THE FULLEST EXTENT PERMITTED BY LAW, CYBER DOGS SHALL NOT BE LIABLE FOR ANY **INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES**, INCLUDING DAMAGES FOR:

- Lost profits, lost revenue, lost business, or lost opportunities
- Business interruption or downtime
- Loss of goodwill or reputation
- Loss, corruption, or destruction of data
- Cost of substitute services or products
- Regulatory penalties, fines, or judgments imposed on Client
- Any damages arising from Third-Party Tools or third-party providers

These exclusions apply regardless of legal theory (contract, tort, statute, or otherwise) and even if Cyber Dogs has been advised of the possibility of such damages.

13.2 Aggregate Cap

CYBER DOGS' **TOTAL AGGREGATE LIABILITY** UNDER THIS AGREEMENT, ACROSS ALL CLAIMS, SHALL NOT EXCEED THE **TOTAL FEES ACTUALLY PAID BY CLIENT TO CYBER DOGS UNDER THE SPECIFIC SOW GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

13.3 Allocation of Risk

The parties acknowledge these limitations reflect a deliberate allocation of risk between sophisticated parties, are reflected in Cyber Dogs' fees, and form an essential basis of this Agreement. The limitations apply even if any limited remedy fails of its essential purpose. The

limitations do not apply to Client's payment obligations or to liability that cannot be limited under Montana law (such as gross negligence or willful misconduct).

14. INDEMNIFICATION

14.1 By Client

Client shall **defend, indemnify, and hold harmless** Cyber Dogs and the Released Parties from and against any third-party claim, loss, damage, liability, judgment, fine, settlement, or expense (including reasonable attorneys' fees) arising out of or related to:

- Client's business operations, products, or services
- Client's use, deployment, modification, or distribution of any Deliverable, AI output, or recommendation
- Client's failure to comply with any applicable law or regulation
- Client's breach of any license granted under this Agreement
- Inaccurate, incomplete, or unauthorized information or data provided by Client
- Any claim by Client's customers, employees, or end users arising from Client's products, services, or use of AI
- Any cybersecurity incident, data breach, or data loss involving Client's systems or accounts
- Client's selection, use, or reliance on any Third-Party Tool

14.2 By Cyber Dogs

Cyber Dogs shall defend Client against any third-party claim alleging that Deliverables (excluding any Third-Party Tools, Client Data, or Client-supplied content), as delivered and used in accordance with this Agreement, infringe a U.S. copyright or trademark. Cyber Dogs' total liability under this Section 14.2 is subject to the cap in Section 13.2. This is Cyber Dogs' sole obligation and Client's sole remedy for IP claims.

14.3 Procedure

The indemnified party will: (a) promptly notify the indemnifying party in writing of the claim; (b) give the indemnifying party sole control of the defense and settlement (provided no settlement imposes obligations on the indemnified party without consent); and (c) provide reasonable cooperation at the indemnifying party's expense.

15. INSURANCE (CLIENT)

Client represents that it maintains, or will maintain during the engagement, commercially reasonable insurance coverage for its business, including general liability and (where

applicable) cyber liability and professional liability coverage. Cyber Dogs is not required to be named as an additional insured but may request a certificate of insurance upon written request.

16. NON-SOLICITATION OF EMPLOYEES

During the term of this Agreement and for **twelve (12) months** following termination, Client agrees not to directly or indirectly solicit, hire, or engage as a contractor any employee or contractor of Cyber Dogs with whom Client had material contact during the engagement, without Cyber Dogs' prior written consent. This restriction does not prohibit general public job advertisements not specifically targeted at Cyber Dogs' personnel.

If a court finds any portion of this Section overly broad, the parties intend that it be **reformed to the broadest scope enforceable** under Montana law (consistent with Mont. Code Ann. § 28-2-703 jurisprudence) rather than struck. Client acknowledges that breach may cause irreparable harm and Cyber Dogs is entitled to seek injunctive relief in addition to monetary damages, including, where the breach involves hiring, liquidated damages equal to **fifty percent (50%) of the affected individual's first-year compensation** with Client.

17. TERM, TERMINATION, AND SURVIVAL

17.1 Term of Agreement

This Agreement begins on the Effective Date and remains in effect for as long as any SOW is active. After all SOWs have been completed or terminated, this Agreement continues on a non-exclusive basis governing any future SOWs until terminated by either party with thirty (30) days' written notice.

17.2 SOW Term

Each SOW remains in effect for the **term specified in that SOW** (the "**SOW Term**"), whether stated as a fixed period (e.g., 6 months, 12 months), a project completion milestone, a defined deliverable schedule, or any other duration. Both parties are committed to the full SOW Term, subject only to early termination as set forth in this Section 17. If an SOW does not specify a term, the SOW Term is deemed to be the period reasonably necessary to complete the Services described, as determined by Cyber Dogs in good faith.

17.3 Early Termination by Client

Client may terminate an SOW prior to the end of its SOW Term **only**: (a) for cause under Section 17.5; or (b) for convenience, in which case Client must:

(i) Provide **thirty (30) days' written notice** to Cyber Dogs; and

(ii) Pay Cyber Dogs an **Early Termination Fee** equal to the **total remaining fees** that would have become payable for the balance of the SOW Term (including all retainer, recurring, milestone, or fixed fees), **plus** any non-cancelable third-party costs Cyber Dogs has incurred or committed to on Client's behalf, **plus** all earned but unpaid fees and reimbursable expenses through the termination effective date.

The Early Termination Fee is due within **ten (10) days** of Client's notice of termination. The parties acknowledge that Cyber Dogs' damages from early termination are difficult to calculate precisely (including reserved capacity, foregone opportunities, and ramp-down costs), and that the Early Termination Fee represents a **reasonable estimate of those damages and is not a penalty**.

17.4 Termination by Cyber Dogs

Cyber Dogs may terminate this Agreement or any SOW with **thirty (30) days' written notice** for any reason or no reason, in addition to its rights under Section 17.5. If Cyber Dogs terminates an SOW without cause under this Section 17.4, Client's payment obligation is limited to fees earned and reimbursable expenses incurred through the termination effective date.

17.5 Termination for Cause

Either party may terminate this Agreement or any SOW immediately upon written notice if the other party:

- Materially breaches this Agreement or an SOW and fails to cure within fifteen (15) days of written notice (ten (10) days for monetary breaches);
- Becomes insolvent, files or has filed against it bankruptcy or similar proceedings, or makes an assignment for the benefit of creditors; or
- Engages in conduct that, in the non-breaching party's reasonable judgment, exposes it to material legal, regulatory, reputational, or safety risk.

If Cyber Dogs terminates for cause, Client owes all earned fees plus the Early Termination Fee calculated under Section 17.3(ii).

17.6 Effect of Termination

Termination does not relieve Client of: (a) payment obligations for Services performed or fees committed prior to termination; (b) any Early Termination Fee owed under Section 17.3 or 17.5; or (c) obligations under any survival clause.

17.7 Survival

The following Sections survive termination: 1 (Definitions), 6 (Fees, including 6.4 Acceleration), 7 (No Guarantees), 8 (IP), 9 (Confidentiality), 10–14 (AI Acknowledgment, Liability Waiver,

Declined Recommendations, Limitation of Liability, Indemnification), 16 (Non-Solicitation), 17.6 (Effect of Termination), 17.7 (this Survival clause), 18–28, and any other provision that by its nature should survive.

18. SUSPENSION

Cyber Dogs may suspend Services, immediately and without prior notice, for any of the following: (a) non-payment of undisputed amounts; (b) material breach of this Agreement; (c) abusive, threatening, harassing, or unethical conduct toward Cyber Dogs personnel; (d) reasonable concerns about legal, regulatory, ethical, or safety risk; or (e) Client's refusal to provide information or access reasonably necessary to perform the Services. Suspension does not constitute breach by Cyber Dogs and does not relieve Client of payment obligations.

19. FORCE MAJEURE

Neither party is liable for any delay or failure to perform (other than payment obligations) caused by circumstances beyond its reasonable control, including: acts of God; natural disasters; pandemics or epidemics; war, terrorism, civil unrest, or insurrection; government action or regulation; labor disputes; power, telecommunications, or internet outages; cyberattacks on third-party infrastructure; supply-chain disruptions; or **any failure, outage, pricing change, terms-of-service change, or discontinuation of any Third-Party Tool**. The affected party will use reasonable efforts to resume performance. If a force majeure event continues for more than thirty (30) days, either party may terminate the affected SOW with written notice.

20. ASSIGNMENT AND SUBCONTRACTING

Client may not assign or transfer this Agreement, in whole or in part, without Cyber Dogs' prior written consent. A change of control of Client (whether by merger, acquisition, or sale of substantially all assets) is deemed an assignment requiring consent. Any unauthorized assignment is void.

Cyber Dogs may assign this Agreement to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets, and may engage subcontractors or other personnel to perform Services, provided that Cyber Dogs remains responsible for their performance.

21. NOTICES

All notices must be in writing and delivered by: (a) email with confirmation of receipt to the addresses below or in the applicable SOW; or (b) U.S. certified mail or recognized overnight courier to the addresses listed at the top of this Agreement and the SOW.

- **Notices to Cyber Dogs:** info@cyberdogs.ai, with hard-copy notice to 2341 Broadwater Ave., Billings, MT 59102

- **Notices to Client:** the email and address listed in the applicable SOW

22. GOVERNING LAW; DISPUTE RESOLUTION; VENUE

22.1 Governing Law

This Agreement is governed by the laws of the **State of Montana**, without regard to conflict-of-law principles. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

22.2 Mediation First

Before filing suit, the parties agree to attempt in good faith to resolve any dispute through **non-binding mediation** with a mutually agreed mediator located in Montana, with mediator fees shared equally. Mediation must occur within sixty (60) days of written request unless the parties otherwise agree. This Section does not prevent either party from seeking emergency injunctive relief.

22.3 Exclusive Venue

If mediation does not resolve the dispute, any action or proceeding shall be brought **exclusively** in the state or federal courts located in **Yellowstone County, Montana**. Each party consents to personal jurisdiction in those courts and waives any objection based on venue, inconvenient forum, or lack of personal jurisdiction.

22.4 Jury Trial Waiver

EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY in any action or proceeding arising out of or relating to this Agreement. This waiver is a material inducement for both parties to enter into this Agreement.

22.5 Attorneys' Fees

In any action to enforce this Agreement, the **prevailing party** is entitled to recover its reasonable attorneys' fees, expert fees, and costs, in addition to any other relief awarded.

22.6 Statute of Limitations

Any claim arising out of or relating to this Agreement must be brought within **one (1) year** after the cause of action accrues, except for non-payment claims by Cyber Dogs, which may be brought within the period allowed by Montana law. This shortened limitations period reflects a deliberate allocation of risk between the parties.

23. AMENDMENTS AND CHANGES

This Agreement may be amended only by a written amendment signed by both parties' authorized representatives. Cyber Dogs may, however, update this Agreement (including this MSA template) for new SOWs going forward by posting an updated version and providing notice; the version in effect on the date of an SOW's signing controls that SOW.

24. NO WAIVER

A party's failure or delay in enforcing any provision is not a waiver of that provision or any other. A waiver is effective only if in writing and signed by the waiving party.

25. SEVERABILITY AND REFORMATION

If any provision is held invalid or unenforceable, it will be reformed to the **minimum extent necessary** to render it enforceable while preserving the parties' intent. The remaining provisions remain in full force and effect.

26. ENTIRE AGREEMENT

This Agreement, together with all SOWs and incorporated addenda (including any No Guarantee / No Outcome Addendum and AI Risk & Liability Disclosure), constitutes the entire agreement between the parties and supersedes all prior or contemporaneous proposals, discussions, or agreements on the same subject matter. Pre-printed terms on Client purchase orders, invoices, or vendor portals are expressly rejected and have no force or effect.

27. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Electronic signatures (including via DocuSign, HelloSign, or similar service) and signed PDFs have the **same force and effect** as original handwritten signatures pursuant to the Montana Uniform Electronic Transactions Act, Mont. Code Ann. § 30-18-101 et seq., and the federal E-SIGN Act, 15 U.S.C. § 7001 et seq.

28. MISCELLANEOUS

- **Headings.** Section headings are for convenience only and do not affect interpretation.
- **Construction.** This Agreement will not be construed against the drafter.
- **No Third-Party Beneficiaries.** This Agreement does not create rights in any third party.
- **Authority.** Each signatory represents that they have authority to bind the party on whose behalf they sign.