SENTINEL SAFEGUARD LLC

Security For Everyone | Kansas City, MO | 816-533-8418 | Sentinelsafeguard@outlook.com

ENGAGEMENT LETTER — SECURITY SERVICES

Master Services Agreement

TEMPLATE — NOT LEGAL ADVICE. *This instrument was synthesized from industry practice, including PTES pre-engagement guidance and SANS/OWASP engagement norms. It is not legal advice and creates no attorney–client relationship.* ***Have a Missouri business attorney review this Agreement before first client use****, and again whenever the services offered materially change.*

RECITALS

This Engagement Letter (this "Agreement") is entered into as of the Effective Date set forth below, by and between Sentinel Safeguard LLC, a Missouri limited liability company with its principal place of business in Kansas City, Missouri ("Provider"), and the undersigned client ("Client"). Provider and Client are each a "Party" and collectively the "Parties."

WHEREAS, Provider is engaged in the business of providing cybersecurity, information technology, and physical and technical security assessment services; and

WHEREAS, Client desires to retain Provider to perform certain security services upon the terms and conditions set forth herein, and Provider desires to accept such engagement;

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

PARTIES AND EFFECTIVE DATE

Effective Date — the date this Agreement is signed, written MM/DD/YYYY. This is the date the Agreement takes effect.

Client full legal name — the registered legal name as filed with the state of organization. Do not use a DBA, trade name, or nickname.

Client principal address — street address, city, state, ZIP.

Client designated contact — name, title, phone number, and email address of the person authorized to act for Client day to day.

Provider: Sentinel Safeguard LLC, Kansas City, MO — Skyler Henderson, President & Lead Director of Operations — 816-533-8418 — Sentinelsafeguard@outlook.com.

ARTICLE 1 — DEFINITIONS

"Agreement" means this Engagement Letter, including all exhibits and attachments hereto. "SOW" means the Scope of Work executed by the Parties and attached hereto, as amended pursuant to Article 10. "Services" means the security services described in the SOW. "Deliverables" means the reports, findings, and other work product identified in the SOW. "Fees" means the compensation payable to Provider under Article 3. "Confidential Information" has the

meaning set forth in Article 5. "Effective Date" has the meaning set forth above.

ARTICLE 2 — SERVICES

2.1 **Performance.** Provider shall perform the Services described in the SOW in a professional and workmanlike manner, consistent with generally accepted industry standards for security assessments, including applicable guidance from PTES, NIST, and OWASP. 2.2 **Incorporation; changes.** The SOW is incorporated by reference. In case of conflict, this Agreement controls, except that the SOW controls as to technical scope, schedule, and Fees. No change to the Services, schedule, or Fees is effective except pursuant to the SOW change-control provisions and Article 10.

ARTICLE 3 — FEES AND PAYMENT

_____

Total fixed fee — write the dollar amount, e.g. $5,000. Must match the SOW fee table.

_____

Payment schedule — when payment is due, e.g. "50% due at kickoff, 50% due upon delivery of the final report."

_____

_____

Late-payment interest per month — write as a percentage, e.g. 1.5% per month. Confirm the rate with counsel.

_____

Pre-approved expenses — write "Billed at cost with prior written approval" or "None anticipated."

_____

Hourly rate for out-of-scope work — e.g. $175/hour. Out-of-scope work requires prior written approval.

3.1 **Invoicing and terms.** Provider shall invoice per the payment schedule above. All invoices are due net fifteen (15) days from the invoice date ("Net 15"). Time is of the essence with respect to payment. 3.2 **Late payments.** Overdue amounts bear interest at the monthly rate above, or the maximum rate permitted by law, whichever is less, from the due date until paid in full. 3.3 **Taxes.** Fees are exclusive of taxes. Client is responsible for all sales, use, and similar taxes arising from the Services, except taxes based on Provider's net income.

ARTICLE 4 — REPRESENTATIONS AND WARRANTIES

4.1 **Provider** represents and warrants that (a) it is a limited liability company duly organized, validly existing, and in good standing under Missouri law; (b) execution and performance of this Agreement have been duly authorized; and (c) it shall perform the Services with professional care and skill. 4.2 **Client** represents and warrants that (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction (or, if a sole proprietorship, that the undersigned is the proprietor); (b) the individual executing this Agreement has full power and authority to bind Client; and (c) Client owns, controls, or is otherwise duly authorized to permit assessment of all systems in the SOW. 4.3 **Authority — personal liability warning.** The individual signing for Client personally represents possessing the authority in Section 4.2(b). **An individual who signs without such authority may be held personally liable for obligations under this Agreement.** If in doubt, obtain written authorization from Client's ownership or board before signing. 4.4 **Compliance with law.** Each Party's performance shall comply with all applicable federal, state, and local laws and regulations.

ARTICLE 5 — CONFIDENTIALITY

5.1 "Confidential Information" means all non-public information disclosed by one Party to the other in connection with this Agreement — including Client systems, data, credentials, vulnerabilities, and findings, and Provider's methods,

tools, and internal materials — whether or not marked confidential. 5.2 The Receiving Party shall hold Confidential Information in strict confidence, disclose it to no third party without prior written consent, and use it solely for the Services. 5.3 Exclusions: (a) publicly available through no fault of the Receiving Party; (b) already known to it; (c) independently developed; (d) rightfully received from a third party; (e) required by law or court order. 5.4 If disclosure is required by law, the Receiving Party shall, to the extent legally permitted, give prompt written notice and cooperate to seek protective treatment. 5.5 These obligations survive termination for three (3) years; obligations as to trade secrets survive indefinitely.

ARTICLE 6 — TERM AND TERMINATION

6.1 **Term.** This Agreement runs from the Effective Date until the final Deliverable is accepted, unless terminated earlier under this Article. 6.2 **For convenience.** Either Party may terminate for any reason on fifteen (15) days' prior written notice. 6.3 **For cause.** Either Party may terminate on written notice if the other materially breaches and fails to cure within ten (10) days after written notice specifying the breach. 6.4 **Effect.** Upon termination, Client pays for all Services performed through the termination date plus non-recoverable costs committed in reliance on this Agreement; Provider delivers completed Deliverables and paid-for work in progress; each Party returns or, at the Disclosing Party's election, securely destroys the other's Confidential Information, except as required for legal or archival purposes. 6.5 **Survival.** Articles 3 (amounts accrued), 5, 8, 9, and 10 survive termination or expiration.

ARTICLE 7 — INDEPENDENT CONTRACTOR

Provider is an independent contractor, not an employee, agent, partner, or joint venturer of Client. Provider is solely responsible for its own taxes, insurance, benefits, equipment, and personnel. Neither Party may bind the other.

ARTICLE 8 — LIMITATION OF LIABILITY

8.1 **Cap.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CLIENT HEREUNDER. 8.2 **Exclusion.** NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. 8.3 **Carve-outs.** Nothing here limits liability for (a) gross negligence or willful misconduct; (b) breach of Article 5; (c) indemnification obligations under Article 9; or (d) liability that cannot be limited by law.

ARTICLE 9 — INDEMNIFICATION

9.1 **By Client.** Client shall indemnify, defend, and hold harmless Provider, its owner, officers, and personnel against third-party claims, damages, losses, and reasonable attorneys' fees arising from (a) Client's breach of its representations, warranties, or obligations, including misrepresentation of signing authority (Section 4.3) or system ownership (Section 4.2(c)); or (b) Client's gross negligence or willful misconduct. 9.2 **By Provider.** Provider shall indemnify, defend, and hold harmless Client against third-party claims, damages, losses, and reasonable attorneys' fees arising from (a) Provider's breach of this Agreement; or (b) Provider's gross negligence or willful misconduct. 9.3 The indemnified Party shall give prompt written notice of any claim and permit the indemnifying Party to control the defense with reasonably acceptable counsel.

ARTICLE 10 — GENERAL PROVISIONS

10.1 **Entire agreement.** This Agreement, with the SOW (and the Penetration Testing Authorization, if applicable), is the entire agreement concerning the Services and supersedes all prior discussions and proposals. 10.2 **Amendments.** Amendments require a written instrument signed by both Parties. Email threads and oral statements

do not amend this Agreement. 10.3 **Severability.** An invalid provision shall be modified to the minimum extent necessary; the remainder continues in full force. 10.4 **Notices.** All notices shall be in writing; email counts and is effective upon receipt. Notices to Provider: Sentinelsafeguard@outlook.com; to Client: the contact identified above. 10.5 **Counterparts; e-signatures.** Counterparts are each an original; electronic signatures have the same force as handwritten ones. 10.6 **Waiver.** No waiver of one provision waives another, and no waiver continues unless expressly stated in writing. 10.7 **Assignment.** Neither Party may assign without the other's prior written consent, except to a successor in a merger, acquisition, or sale of substantially all assets. 10.8 **Governing law; venue.** Missouri law governs, without regard to conflict-of-laws principles. Exclusive jurisdiction and venue lie in the state and federal courts of Jackson County, Missouri.

SIGNATURES

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

	PROVIDER	CLIENT
Signature	_____ *Sign in ink — Skyler Henderson*	_____ *Sign in ink — individual authorized to bind Client*
Printed name	Skyler Henderson	_____ *Print signatory's full legal name*
Title	President & Lead Director of Operations	_____ *Title — must evidence authority to bind the company (owner, officer, director). See §4.3.*
Date	_____ *MM/DD/YYYY*	_____ *MM/DD/YYYY*