

Master Service Agreement

This Master Services Agreement (“**Agreement**”) is dated **10 August 2025** and entered into by and between:

S3 Protect LLC, a Wyoming limited liability company with offices at 30 N Gould St Ste 53003, Sheridan, WY 82801 (“**S3 Protect**”), and the individual or legal entity (“**Customer**”). Together referred to as the “**Parties**.”

1. Scope of Agreement

1.1 Services and Offerings. This Agreement governs Customer’s access to and use of services, equipment, personnel, and related resources provided by S3 Protect, including but not limited to technology systems, security services, event services, and supporting documentation.

1.2 Agreements. The commercial terms for each engagement (including fees, duration, scope, renewal, and delivery) shall be defined in a written agreement executed by both Parties. If the terms of an executed agreement conflict with this MSA, the executed agreement shall control for that engagement.

1.3 Non-Exclusive Use. Customer’s rights under this Agreement are non-exclusive, non-transferable, and limited solely to lawful business purposes as defined in the applicable agreement.

2. Customer Responsibilities

2.1 Use all services, equipment, and resources provided by S3 Protect only for lawful purposes and in accordance with applicable agreements.

2.2 Exercise reasonable care in the use of any equipment or resources provided and return them in good condition (ordinary wear and tear excepted) when required by the agreement.

2.3 Be responsible for loss, theft, or damage to equipment or property while in Customer’s possession or control.

2.4 Provide timely access, information, and cooperation reasonably required for S3 Protect to perform its obligations.

2.5 Comply with all applicable laws, regulations, and site requirements in connection with the services.

3. Fees, Term, and Payment

3.1 Agreement Term. The term of services or offerings provided by S3 Protect shall be defined in the applicable agreement executed between S3 Protect and Customer. Terms may be month-to-month, fixed-term, project-based, or otherwise as agreed in writing. Unless otherwise stated, agreement terms automatically renew under the same conditions until terminated by either Party in accordance with this MSA.

3.2 Payment. Fees, amounts, and payment dates shall be specified in the applicable agreement. Payment is due on the recurring date or schedule specified therein.

3.3 Late Payments. Any undisputed payment not received when due will accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less. Customer will also reimburse S3 Protect for reasonable collection costs and attorneys’ fees incurred in recovering overdue amounts.

3.4 Taxes. Customer is responsible for all applicable taxes other than S3 Protect’s income tax.

4. Delivery, Performance, and Warranty

4.1 Where applicable, Customer shall pay shipping, delivery, or installation costs as specified in the executed agreement.

4.2 When able, delivery addresses should be included in all agreements. Written coordination may be acceptable via email in some instances.

4.3 S3 Protect will provide reasonable maintenance or performance of services in accordance with the applicable agreement. For equipment, S3 Protect will provide reasonable repair for normal wear and tear.

4.4 Except as expressly stated in writing, no warranties are provided, and all implied warranties are disclaimed to the maximum extent permitted by law.

5. Risk of Loss or Damage

S3 Protect LLC acknowledges and agrees that it assumes and shall bear all risk and liability for any loss, theft, damage, or destruction of equipment provided under this Agreement while such equipment is in Customer's possession or control, except where such loss, theft, damage, or destruction results from Customer's gross negligence or willful misconduct. In such an event, Customer shall promptly notify S3 Protect in writing and follow S3 Protect's reasonable instructions regarding the affected equipment.

6. Limitation of Liability

6.1 S3 Protect shall not be liable for indirect, incidental, special, or consequential damages, including loss of business, revenue, or data, regardless of cause.

6.2 S3 Protect's total liability under this Agreement is capped at the total fees paid by Customer in the twelve (12) months preceding the claim giving rise to liability.

7. Confidentiality

Each Party shall keep the other's confidential information secure and use it only to perform obligations under this Agreement. Disclosure is permitted only to employees, agents, or contractors with a need to know and subject to confidentiality obligations, or as required by law.

8. Term and Termination

8.1 Term. This Agreement remains in effect until terminated by either Party with thirty (30) days' written notice.

8.2 Termination for Cause. Either Party may terminate immediately if the other materially breaches and fails to cure within thirty (30) days of written notice.

8.3 Post-Termination. Upon termination, Customer shall cease use of all services and promptly return any S3 Protect equipment or materials in good condition, ordinary wear and tear excepted.

9. Governing Law

This Agreement is governed by the laws of the State of Wyoming, without regard to conflicts of law.

10. Document Control and Archiving

10.1 Archiving. Each version of this Agreement will be archived by S3 Protect whenever amended or updated.

10.2 Annotation. The first line of each version will state its effective date.

10.3 Access. Archived versions will be made available upon request to any individual or entity that has executed a valid agreement referencing this MSA, provided the request is made within the applicable retention period.

11. Entire Agreement

This Agreement and any Schedules represent the full and exclusive terms between the Parties and supersede all prior communications.

Acceptance

By executing any agreement that references this MSA, or by using services or resources provided by S3 Protect, Customer acknowledges and agrees to be bound by this Agreement.