

Master Services Agreement

Effective October 16, 2026

This Master Services Agreement ("Agreement") is effective October 16, 2026 between **Example Security Partners LLC**, an Arizona limited liability company doing business as Example Security Partners, 100 Example Way, Phoenix, AZ 85004 ("Consultant"), and **Sample Dental Group (made up)**, a professional limited liability company organized under Arizona law, at 200 Sample St, Mesa, AZ 85201 ("Client").

1. Structure. Consultant will provide the services described in one or more statements of work ("SOWs") signed by both parties. Each SOW is governed by this Agreement. If an SOW conflicts with this Agreement, this Agreement controls unless the SOW expressly states otherwise.

2. Services and deliverables. Services may include virtual CISO advisory, security program and risk assessments, incident response readiness and advisory, and related consulting. Each SOW defines the scope, deliverables, schedule, and fees. Work outside an SOW's scope requires a written change order or a new SOW.

3. Personnel. Services will be performed by Alex Sample, CISSP. Consultant may use qualified subcontractors only with Client's written approval and remains responsible for their work.

4. Fees and payment.

(a) *Assessments and fixed-fee projects:* 50% of the fee is due on signing the SOW and 50% on delivery of the final report, unless the SOW states otherwise.

(b) *vCISO retainers:* billed monthly in advance at the rate in the SOW, with a minimum term of three (3) months. Hours beyond the monthly allotment are billed at \$325 per hour, monthly in arrears. Unused hours do not roll over.

(c) *Advisory and incident response hours:* billed at the rates in the SOW, in quarter-hour increments, monthly in arrears. Pre-purchased hour blocks are due in advance and expire twelve (12) months after purchase.

(d) *Travel:* on-site work is billed at actual cost for reasonable travel expenses, approved by Client in advance.

(e) *Invoices* are due within fifteen (15) days of the invoice date. Late balances accrue interest at 1.5% per month (or the maximum lawful rate, if lower). Consultant may pause services on any account more than thirty (30) days past due after written notice.

(f) *Taxes:* fees exclude taxes. Client pays any applicable sales or transaction taxes, other than taxes on Consultant's income.

5. Client responsibilities. Client will: (a) name a primary contact with authority to make decisions; (b) provide timely access to people, documents, systems, and facilities reasonably needed; (c) ensure the information it provides is accurate and complete; and (d) obtain any third-party consents needed for Consultant to review systems or data that Client does not own. Consultant is not responsible for delays or errors caused by Client not meeting these responsibilities.

6. No testing without authorization. Consultant will not perform scanning, penetration testing, or other active technical testing unless an SOW specifically authorizes it, names the systems in scope, and is signed by someone with authority to approve testing of those systems.

7. Confidentiality. Each party will keep the other's non-public information confidential, use it only to perform or receive the services, and protect it with at least reasonable care. This does not apply to information that is public through no fault of the recipient, already known to the recipient, independently developed, or received lawfully from a third party. A party may disclose information when required by law, after giving the other party prompt notice where legally allowed. These obligations last three (3) years after the Agreement ends, and indefinitely for security findings, vulnerabilities, credentials, and trade secrets.

8. Handling of assessment data. Consultant will:

- store Client data only on encrypted, access-controlled systems protected by multi-factor authentication;
- never request or store live passwords or credentials, except as an SOW requires and through a method Client approves;
- not use Client data to train or improve AI systems, or enter it into tools that retain or learn from it;
- notify Client within seventy-two (72) hours of discovering any unauthorized access to Client data in Consultant's possession; and
- return or securely delete Client data within thirty (30) days after the engagement ends, keeping only the final deliverables and records required by law, unless Client requests otherwise in writing.

9. Intellectual property. After Client pays in full, Client owns the final reports, plans, and presentations Consultant delivers under an SOW ("Deliverables") and may use and share them for its internal business purposes and with its auditors, insurers, customers, and regulators. Consultant keeps all rights in its pre-existing and general-purpose materials, including assessment tools, templates, questionnaires, scoring methods, and know-how ("Consultant Materials"), even where they appear in Deliverables. Consultant grants Client a perpetual, non-exclusive license to use Consultant Materials as incorporated in the Deliverables. Consultant may reuse general knowledge and anonymized, non-identifying insights gained from the engagement.

10. Advisory role. Consultant provides advice and recommendations. Client keeps sole responsibility for its security program, decisions, and systems, and for whether and how it implements recommendations. Consultant does not operate, administer, or monitor Client's systems unless an SOW expressly says so.

11. Incident response advisory. When engaged for incident response:

- Consultant provides advisory guidance, coordination support, and recommendations, not legal advice. Client should involve its legal counsel and cyber insurer promptly.
- Where Client's counsel engages Consultant to help counsel provide legal advice, the parties will sign a separate engagement letter with counsel.
- Consultant responds during business hours (8 a.m.–5 p.m. Arizona time, Monday–Friday) and on a best-effort basis outside those hours, unless an SOW provides a guaranteed response time.
- Decisions about notifying regulators, law enforcement, customers, or others, and about paying any ransom, are Client's alone, made with its counsel.

12. Disclaimers. Assessments reflect conditions and information available at the time of the work. Consultant does not guarantee that Client will not experience a security incident, that its systems are free of vulnerabilities, or that it will achieve any certification or regulatory outcome. Except as stated in this Agreement, Consultant makes no warranties, express or implied, including merchantability and fitness for a particular purpose. Consultant warrants only that it will perform services in a professional manner consistent with generally accepted industry practice.

13. Limitation of liability. To the fullest extent allowed by law: (a) neither party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data, even if advised of

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the possibility; and (b) Consultant's total liability arising out of this Agreement and all SOWs will not exceed the fees Client paid Consultant in the twelve (12) months before the event giving rise to the claim. These limits do not apply to a party's fraud, willful misconduct, or breach of confidentiality, or to Client's payment obligations.

14. Indemnification. Each party will defend and indemnify the other against third-party claims to the extent caused by its own gross negligence or willful misconduct. Client will also defend and indemnify Consultant against third-party claims arising from Client's systems, data, or decisions, or from Client's failure to obtain consents required under Section 5, except to the extent caused by Consultant's gross negligence or willful misconduct. The indemnified party must give prompt notice of the claim and reasonable cooperation.

15. Term and termination. This Agreement lasts until ended by either party with thirty (30) days' written notice. Either party may end an SOW with thirty (30) days' written notice, except that a retainer may not end before its minimum term without paying the remaining minimum fees. Either party may end this Agreement immediately if the other materially breaches it and does not fix the breach within fifteen (15) days of written notice. On termination, Client pays for services performed and expenses incurred through the end date. Sections 4 (for amounts owed), 7, 8, 9, 12, 13, 14, and 17 survive.

16. Relationship and non-solicitation. Consultant is an independent contractor, not an employee or agent of Client. During each SOW and for twelve (12) months after, neither party will directly solicit the other's personnel to work for it, except through general advertising.

17. General.

- **Insurance:** Consultant maintains professional liability (errors and omissions) insurance, including cyber coverage, and will provide a certificate on request.
- **Governing law and venue:** Arizona law governs. The parties will first try to resolve disputes through good-faith discussion and, if needed, mediation in Maricopa County before filing suit in the state or federal courts located there.
- **Notices:** in writing, by email with confirmation or by mail to the addresses above.
- **Assignment:** neither party may assign this Agreement without the other's consent, except to a successor of its business.
- **Entire agreement:** this Agreement and its SOWs are the whole agreement and replace prior discussions. Changes must be in writing and signed by both parties. Client purchase order terms do not apply.
- **Force majeure:** neither party is liable for delays caused by events beyond its reasonable control, other than payment obligations.
- **Counterparts and e-signatures:** this Agreement may be signed electronically and in counterparts.

The parties have signed this document as of the last date below.

Example Security Partners LLC	Sample Dental Group (made up)
By: _____	By: _____
Name: Alex Sample	Name: Dr. R. Example
Title: Managing Partner	Title: Managing Dentist
Date: _____	Date: _____