

Terms of Service

Last Modified: July 20, 2026

These Terms of Service (the “Terms of Service” or “Agreement”) set forth the terms and conditions governing the relationship between RLS Consulting, LLC dba ReadyState Cybersecurity (“READYSTATE”) and the customer identified in the applicable Service Order or Statement of Work (collectively, the “SO”) or other agreement (“Customer” or “you”) relating to the services provided by READYSTATE (the “Services”).

1. Scope of Services. READYSTATE agrees to provide the Services as set forth in the SO in accordance with the terms and conditions of this Agreement. Customer shall not control the manner or means by which READYSTATE performs the Services.

2. Additional Terms. Each SO may contain additional terms and conditions applicable to the Services under that SO (the “SO Terms”). To the extent there is any conflict between the SO Terms and the main body of the Terms of Service, the SO Terms shall control and supersede any other terms and conditions in the Agreement.

3. Fees and Expenses

3.1. Fees. In consideration of the provision of Services by READYSTATE and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the applicable SO. All fees shall be due within ten (10) days after receipt of the invoice.

3.2. Payment Methods. The Customer agrees to pay for all services provided by READYSTATE using either a credit card or Automated Clearing House (ACH) transfers via our online payment system. No other forms of payment will be accepted unless explicitly agreed upon in writing by both parties.

3.3. Travel and Expenses. Travel expenses are not included in the service fees unless specifically stated in the Service Order (SO). All additional expenses, including but not limited to travel, accommodation, and subsistence, will only be incurred with the Customer's prior approval, and shall be detailed in the SO.

3.4. Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer pursuant to this Agreement; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, READYSTATE's income, revenues, gross receipts, personnel or real or personal property or other assets.

3.5. Late Payments. Except for invoiced payments that Customer has successfully disputed, all late payments shall bear a two percent (2%) late charge per month. Customer shall also reimburse READYSTATE for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which READYSTATE does not waive by the exercise of any rights hereunder), READYSTATE shall be entitled to suspend the provision of any Services if the Customer fails to pay any amounts when due and such failure continues for five (5) days following written notice of the failure to pay.

4. READYSTATE Limited Warranty and Limitation of Liability

4.1. READYSTATE Warranties. READYSTATE warrants that it shall use reasonable efforts to perform the Services: (a) in accordance with the terms and subject to the conditions set out in the respective SO and this Agreement, and (b) in a workmanlike and professional manner in accordance with generally recognized industry standards for similar services.

4.2. Remedy for Breach of Warranties. READYSTATE's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the warranties in section 4.1 shall be for READYSTATE to use reasonable commercial efforts to

promptly cure any such breach. The foregoing remedy shall not be available unless Customer provides written notice of such breach within ten (10) days after delivery of the Services giving rise to the claim.

4.3. Disclaimer of Warranties. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE SERVICES, INCLUDING ANY RELATED SOFTWARE AND EQUIPMENT, ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND OTHERWISE WITHOUT WARRANTY BY READYSTATE OR ITS THIRD PARTY PROVIDERS OF ANY KIND AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, READYSTATE AND ITS THIRD PARTY LICENSORS AND PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NON-INFRINGEMENT. FOR CLARIFICATION PURPOSES, NEITHER READYSTATE NOR ITS THIRD-PARTY PROVIDERS WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES WITH RESPECT TO PERFORMANCE, ACCURACY, RELIABILITY, SECURITY, CAPABILITY, UPTIME, CURRENTNESS OR OTHERWISE. CUSTOMER WILL NOT HOLD READYSTATE AND/OR IT’S THIRD-PARTY PROVIDERS RESPONSIBLE FOR ANY DAMAGES THAT RESULT FROM CUSTOMER’S USE OF THE SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY PERSON SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER RELATING TO READYSTATE AND/OR ITS THIRD-PARTY PROVIDERS. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO RELIEVE READYSTATE OF ITS OBLIGATION TO PERFORM THE SERVICES IN ACCORDANCE WITH THE SCOPE, RESPONSIBILITIES, AND PROCEDURES EXPRESSLY SET FORTH IN THE APPLICABLE SERVICE ORDER.

4.4. Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER READYSTATE NOR ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS SHALL BE LIABLE TO CUSTOMER (OR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM CUSTOMER’S RIGHTS) FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND -- INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS AND LOSS OF DATA - - IN ANY WAY RELATED TO THIS AGREEMENT (INCLUDING ANY SO), INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT OR AS A RESULT OF NEGLIGENCE OR BREACH OF STATUTORY DUTY, REGARDLESS OF WHETHER THE PARTY THAT IS LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL READYSTATE’S LIABILITY FOR A CLAIM UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID TO OR RECEIVED BY READYSTATE UNDER THE APPLICABLE SO FROM WHICH THE CLAIM AROSE DURING THE TWELVE-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

5. Third-Party Materials. To the extent the Services include software, content, data, or other materials, including related documentation, that are owned by persons other than READYSTATE (“Third Party Materials”) and that are provided to Customer on licensee or other terms that are in addition to and/or different from those contained in this Agreement (“Third-Party Terms”), Customer is bound by and shall comply with all Third-Party Terms, and Customer’s exclusive remedy as to the Third Party shall be against the Third-Party. Any breach by Licensee or any of its Authorized Users of any Third-Party License is also a breach of this Agreement.

6. Customer Representations and Warranties. In addition to any other representations and warranties set forth in this Agreement, Customer represents, warrants and covenants that: (i) It is a legal entity duly organized, validly existing and in good standing in the jurisdiction of its incorporation/organization/formation; (ii) It is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement; (iii) It has the full right, power and authority to enter into this Agreement; and (iv) it is now and through the Term shall remain in compliance with all applicable laws.

7. Mutual Indemnification. In addition to any other indemnification obligations under this Agreement, each party shall defend, indemnify and hold harmless the other party, and its officers, directors, employees, agents, Affiliates, successors and permitted assigns, and third party providers and licensors, from and against any and all claims and losses arising out of or resulting from any third-party Claim alleging: (i) breach by such party of any representation, warranty, covenant or other obligations set forth in this Agreement; (ii) negligence or other fault of such party in connection with this Agreement;

and (iii) that any of such party's materials or intellectual property or use thereof in accordance with the terms of this Agreement infringes any Intellectual Property of a third party.

8. Intellectual Property. Except as otherwise provided, all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of READYSTATE in the course of performing the Services (collectively, the "Deliverables"), except for any Confidential Information of Customer or customer materials incorporated in the Deliverables, shall be owned by READYSTATE. Provided full payment has been received by READYSTATE, READYSTATE hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free basis for Customer's internal business purposes, including the operation, maintenance, and governance of Customer's cybersecurity program, and such license shall be perpetual and shall survive expiration or termination of this Agreement.

9. Customer Materials License. Customer hereby grants to READYSTATE the limited, royalty-free, non-exclusive right and license to the Customer Materials solely as necessary to incorporate the Customer Materials into the work product and deliverables as described in the Agreement and any SO. "Customer Materials" means, collectively, all content and all other information in any form or media, including but not limited to documents, data, know-how, ideas, specifications, software code and other materials provided to READYSTATE by or on behalf of Customer, whether or not the same: (a) are owned by Customer, a third party or in the public domain; or (b) qualify for or are protected by any intellectual property rights.

10. Confidentiality

10.1. Confidential Information. From time to time during the Term of this Agreement, either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party"), non-public proprietary and confidential information of Disclosing Party ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information.

10.2. Non-Disclosure. The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

11. Term and Termination

11.1. Term. This Agreement shall remain in effect for the duration of the Services provided under the applicable SO (the "Term").

11.2. Termination for Default. Either party may terminate this Agreement or the applicable SO, effective upon written notice to the other party (the “Defaulting Party”), if the Defaulting Party:

(a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due, becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, is dissolved or liquidated or takes any corporate action for such purpose, makes a general assignment for the benefit of creditors, or has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

12. Miscellaneous

12.1. Entire Agreement. This Agreement, including and together with any SOs, related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the parties with respect to the subject matter contained in the Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

12.2. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and are deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within three (3) business days after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly sent to the address set forth in the SO (or to such other address that the receiving party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section. Alternatively, notices may be sent via email with a confirmation of receipt via email reply. For notices sent via email, such notice shall be deemed to have been duly given on the next business day following the day on which the email was sent, provided that the sender receives confirmation of receipt from the intended recipient. Email notices to READYSTATE shall be sent to legal@embertrail.io. Email notices to the Customer shall be sent to the Customer's email address on record with READYSTATE.

12.3. Independent Contractor. READYSTATE shall be an independent contractor with respect to the performance of Services under this Agreement. READYSTATE and Customer agree that nothing in this Agreement shall be (i) construed as constituting READYSTATE as other than an independent contractor of Customer for any purpose whatsoever or (ii) deemed to create an employer-employee, partnership, franchise or joint venture relationship between READYSTATE and Customer.

12.4. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement to affect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.5. Non-Solicit/Non-Hire. During the term of this Agreement, and for a period of one (1) year following the expiration or termination of this Agreement, Customer will not, directly or indirectly, (i) solicit, employ, offer employment to, or otherwise engage as an employee, independent contractor, or otherwise, any individual who is or was an employee of READYSTATE at any time during the term, or in any manner induce or attempt to induce any employee of READYSTATE to terminate their employment with READYSTATE, or (ii) materially interfere with the relationship of READYSTATE with

any individual who at any time during, prior to, or after the Effective Date was an employee of READYSTATE, without the prior written consent of READYSTATE.

12.6. Amendments. No amendment to or modification of this Agreement or any Agreement is effective unless it is in writing, identified as an amendment to this Agreement, and signed by an authorized representative of each party.

12.7. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12.8. Contractors. READYSTATE may, from time to time, hire contractors to provide additional services. All contractors have signed non-disclosure agreements, which are on file with READYSTATE and agree to abide by the same confidentiality and privacy terms as READYSTATE.

12.9. Assignment. Customer shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of READYSTATE. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement.

12.10. Successors and Assigns. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

12.11. No Third-Party Beneficiaries. Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

12.12. Choice of Law. This Agreement, including the SO and all exhibits attached to this Agreement or SO, and all matters arising out of or relating to this Agreement, is governed by, and is to be construed in accordance with, the laws of the State of Colorado, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.

12.13. Arbitration. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually agreeable arbitrator knowledgeable about the issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place in Denver, Colorado, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. All arbitrated decisions shall be effective immediately upon entry and shall be binding on the parties until or unless vacated by the arbitrator(s) pursuant to part 2 of article 22 of title 13, C.R.S., or until modified or corrected by the arbitrator pursuant to part 2 or article 22 of title 13, C.R.S.

12.14. Attorney Fees. In any action or proceeding between the parties to enforce the terms of this Agreement, in addition to all other legal or equitable remedies, the prevailing party shall be entitled to recover from the non-prevailing

party all costs and expenses, including reasonable attorneys' fees incurred to enforce this Agreement or by reason of such action or proceeding.

12.15. Force Majeure. READYSTATE shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of READYSTATE including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.