

# PUMAMESH INC.

QUQK INC. d/b/a PumaMesh Inc.

414 Varner Way, St. Augustine FL 32092 • info@pumamesh.com • pumamesh.com

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## END USER SUBSCRIPTION LICENSE AGREEMENT

Version 1.2 • Saturday May 23, 2026 • Effective upon acceptance

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### PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING PUMAMESH.

By clicking “I Agree,” “Accept,” or “Get Started,” by submitting an Order Form, or by installing, accessing, or using PumaMesh in any manner, you (“Customer”) agree to be legally bound by this Agreement on behalf of yourself and the entity you represent. If you do not agree, do not access or use PumaMesh.

If you are entering into this Agreement on behalf of a company, government agency, or other legal entity, you represent that you have authority to bind that entity.

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This End User Subscription License Agreement ("**Agreement**") is a binding legal contract between **QUQK INC., a Florida corporation doing business as PumaMesh Inc.** ("**Licensor**", "**we**", "**us**", or "**our**") and the individual or entity that has accepted this Agreement ("**Customer**", "**you**", or "**your**"). This Agreement governs your subscription to and use of the PumaMesh software platform.

## 1. DEFINITIONS

**"PumaMesh"** means our proprietary distributed computing fabric software, delivered as a single binary executable deployable in Hub or Agent roles, together with all associated components, updates, patches, Documentation, and APIs.

**"Subscription Services"** means the right to deploy and use PumaMesh on a subscription basis under the pricing, tier, and terms in an applicable Order Form or accepted at the time of purchase.

**"Subscription Term"** means the period specified in the applicable Order Form (default: twelve (12) months), commencing on the Commencement Date and automatically renewing for successive twelve (12)-month periods unless cancelled under Section 3.2.

**"Order Form"** means a written or electronic ordering document, purchase order, or checkout confirmation that specifies subscription tier, Named User count, Hub count, Subscription Term, and applicable fees.

**"Named Users"** means the total number of licensed users authorized to access and use PumaMesh under your subscription, comprising both human users (each unique individual authorized to access the fabric) and Application Users. Named Users are the primary licensing metric. The licensed Named User count is specified in the applicable Order Form.

**"Application User"** means any software application, automated service, integration, pipeline, or non-human entity that accesses or interacts with PumaMesh programmatically. Licensing for Application Users is per deployment instance: each running instance of an application — whether deployed on a physical machine, virtual machine, container, pod, or any other compute unit — that accesses the PumaMesh fabric counts as one (1) separate Named User. An application deployed across ten (10) containers consumes ten (10) Named User licenses, regardless of whether those instances share a common codebase, image, or service account identity.

**"Agent"** means the PumaMesh binary operating in Agent role, deployed on an endpoint, server, or virtual machine to handle local data operations, content classification, and secure transport to and from the Hub fabric. Agent deployments are provided at no additional cost and are not subject to per-instance licensing limits; you may deploy Agents on an unlimited number of endpoints under an active subscription.

**"Hub"** means the PumaMesh binary operating in Hub role, providing fabric orchestration, mesh routing, federated content indexing, and policy enforcement for the deployment. Hub instances are licensed separately from Named Users. A minimum of three (3) Hub instances operating as an active cluster is required for production high-availability deployments. The licensed Hub count is specified in the applicable Order Form.

**"Customer-Managed Deployment"** means a deployment model in which you install, operate, and maintain PumaMesh on infrastructure you own or control (on-premises hardware or your cloud environment). In a Customer-Managed Deployment, we have no access to, custody of, or control over your data, files, or workloads.

**"Customer Data"** means all data, files, content, and information you process, store, transmit, or manage through PumaMesh within your own infrastructure.

**"Account Data"** means information you provide to us in connection with your subscription account, including contact information, billing details, and support communications.

**"Confidential Information"** means all non-public information disclosed by one party to the other, including PumaMesh source code, architecture, technical documentation, performance data, benchmarks, APIs, pricing, and Account Data.

**"Documentation"** means the technical manuals, user guides, and specifications for PumaMesh made available by us.

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

**"Federal Customer"** means any U.S. federal, state, or local government entity, defense contractor, or prime contractor acquiring PumaMesh for use on a government program or contract.

## **2. SUBSCRIPTION LICENSE GRANT**

### **2.1 License**

Subject to your compliance with this Agreement and timely payment of all applicable fees, we grant you a limited, non-exclusive, non-transferable, non-sublicensable right to install, deploy, and use PumaMesh solely for your internal business purposes during an active Subscription Term, for the number of Named Users and Hub instances specified in your Order Form. Agent deployments are included at no additional cost and are not subject to per-instance limits. All rights not expressly granted are reserved to us.

### **2.2 Named User Responsibility**

Each Named User credential or Application User service account is for the exclusive use of the individual or application to which it is assigned and may not be shared. You are solely responsible for all activity through your Named Users and Application Users, and must promptly notify us at [info@pumamesh.com](mailto:info@pumamesh.com) of any unauthorized access or suspected compromise of your deployment. Named Users may not be reassigned to a new individual or application within any thirty (30)-day period.

### **2.3 Restrictions**

You shall not, and shall not permit any third party to:

- **(a)** sublicense, resell, transfer, or assign PumaMesh without our prior written consent;
- **(b)** decompile, disassemble, reverse engineer, or attempt to derive source code or algorithms;
- **(c)** modify, adapt, or create derivative works, except as permitted by applicable law;
- **(d)** remove or alter any proprietary notices or marks;
- **(e)** use PumaMesh to provide managed services to third parties without a separate written agreement with us;
- **(f)** circumvent any technical or contractual controls, including license enforcement mechanisms; or

- **(g)** benchmark PumaMesh against competing products for public publication without our prior written consent.

## **2.4 Named User and Hub Overages**

If your active Named User count or Hub instance count exceeds the quantities specified in your Order Form, you are in overage. Agent deployments never constitute an overage. For Named User overages — including overages resulting from scaling application deployment instances — you must promptly acquire additional Named User subscriptions or reduce active users and application instances to your licensed count. For Hub overages, you must promptly license the additional Hub instances. Unresolved overages may result in suspension, termination, and back-billing for unauthorized use at our then-current list pricing. You are responsible for tracking and reporting your active application deployment instance count to ensure ongoing compliance.

## **3. TERM AND SUBSCRIPTION MANAGEMENT**

### **3.1 Commencement**

Your Subscription Term begins on the date your Order Form is accepted or your purchase is confirmed (“Commencement Date”). Subscription Services are made available promptly following the Commencement Date, subject to payment and any required onboarding. The Subscription Term renews automatically for successive twelve (12)-month periods unless cancelled under Section 3.2.

### **3.2 Auto-Renewal and Cancellation**

Unless you provide written cancellation notice to **info@pumamesh.com** at least **sixty (60) days** before the end of your then-current Subscription Term, your subscription automatically renews at our then-current list pricing (subject to Section 6.4). You may cancel at any time during the 60-day window; cancellation outside that window takes effect at the end of the current Subscription Term.

### **3.3 Fees for Cancelled Subscriptions**

Subscription fees are non-refundable and due in full for the applicable Subscription Term, except: (a) you terminate for our material uncured breach under Section 13.2; (b) we terminate for convenience under Section 13.2; or (c) as required by applicable law. We will prorate and refund prepaid fees covering unused days in cases (a) and (b).

### **3.4 Suspension for Non-Payment**

If you fail to pay any undisputed invoice within fifteen (15) days of its due date, we may suspend access upon written notice until payment is received. Overdue amounts accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. If non-payment continues for more than thirty (30) days following suspension, we may terminate your subscription upon written notice.

## **4. INTELLECTUAL PROPERTY**

### **4.1 Ownership**

All intellectual property rights in and to PumaMesh, including all enhancements, modifications, derivative works, and documentation created by or for us, are and shall remain our sole and exclusive property (or that of our licensors). No rights, title, or interest in PumaMesh are transferred to you, whether by implication, estoppel, or otherwise. Your Customer Data remains your sole and exclusive property.

### **4.2 Feedback**

If you provide us with feedback, suggestions, or recommendations regarding PumaMesh, we may incorporate such feedback without restriction, compensation, or attribution.

### **4.3 Open Source Components**

PumaMesh may include third-party open source software components licensed under their respective open source licenses, which are identified in the Documentation. Nothing in this Agreement restricts your rights under applicable open source licenses.

## **5. CONFIDENTIALITY**

### **5.1 Mutual Obligations**

Each party agrees to protect the other's Confidential Information using at least the same degree of care it uses for its own Confidential Information of similar sensitivity, but no less than reasonable care. Confidential Information may be disclosed only to employees and contractors with a need to know who are bound by obligations at least as restrictive as this Agreement.

### **5.2 Exclusions**

Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) is lawfully obtained from a third party without restriction; (c) is independently developed without reference to the disclosing party's Confidential Information; or (d) must be disclosed by law or valid governmental order, provided the receiving party gives prompt prior written notice where legally permissible.

### **5.3 Return and Destruction**

Upon termination or upon our written request, you shall immediately cease use of and permanently destroy or return all of our Confidential Information and provide written certification of compliance within ten (10) business days, except as required for legal retention.

### **5.4 Duration**

Confidentiality obligations survive termination for: (a) three (3) years for general Confidential Information; (b) indefinitely for trade secrets and proprietary technology; and (c) five (5) years for regulatory, financial, and compliance records.

## **5.5 Remedies**

Breach of this Section may cause irreparable harm. We are entitled to seek injunctive relief, specific performance, and reasonable attorneys' fees in addition to all other remedies.

## **6. PRICING AND PAYMENT**

### **6.1 Fees**

You agree to pay the fees specified in your Order Form. All commitments are firm for the Subscription Term. Subject to Sections 3.3 and 13.2, all amounts paid are non-refundable.

### **6.2 Payment Terms**

Subscription fees are billed annually in advance. Invoices are payable within thirty (30) calendar days of the invoice date unless otherwise specified in your Order Form. Overdue undisputed amounts accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law.

### **6.3 Taxes**

All fees exclude taxes. You are responsible for all sales, use, value-added, withholding, and similar taxes imposed by any authority, excluding taxes on our net income.

### **6.4 Price Changes**

We may adjust pricing for renewal Subscription Terms with at least sixty (60) days' prior written notice. If the change is unacceptable, you may cancel per Section 3.2 during that 60-day window.

## **7. SUPPORT AND MAINTENANCE**

### **7.1 Standard Support**

We provide Standard Support during active Subscription Terms: business hours (9:00 AM–5:00 PM EST, Monday–Friday, excluding public holidays); initial response within twenty-four (24) hours; support via email and ticketing portal; and assistance with troubleshooting, configuration, and bug reporting.

### **7.2 Premium Support (Optional)**

Premium Support is available as an add-on: 24/7/365 availability; four (4)-hour response for critical issues; eight (8)-hour response for non-critical issues; dedicated support queue with direct escalation.

### **7.3 Exclusions**

We have no obligation to support issues arising from: (a) misuse or unauthorized modifications; (b) third-party software or hardware incompatibilities; (c) your infrastructure, network, or connectivity; (d) insufficient hardware resources; (e) failure to apply recommended updates or security patches; or (f) custom integrations outside standard scope.

## **7.4 Updates**

We provide security patches and critical bug fixes to supported versions; new feature releases as available; and at least ninety (90) days' end-of-life notice before discontinuing version support. You are responsible for scheduling and deploying updates within your environment.

## **8. REPRESENTATIONS AND WARRANTIES**

### **8.1 Our Warranties**

We represent and warrant that: (a) we hold all necessary rights to provide PumaMesh and grant the rights described herein; (b) to our knowledge, PumaMesh as delivered does not infringe any third party's intellectual property rights; and (c) we have full authority to enter into this Agreement.

### **8.2 Your Warranties**

You represent and warrant that: (a) you have full authority to enter into this Agreement and bind the entity you represent; (b) you will comply with all applicable laws in connection with your use of PumaMesh, including data protection, privacy, export control, and applicable federal procurement regulations; (c) you will use PumaMesh solely for authorized purposes; and (d) you have implemented and will maintain security measures appropriate to the sensitivity of the data you process.

## **9. WARRANTY DISCLAIMER**

**EXCEPT AS STATED IN SECTION 8, PUMAMESH IS PROVIDED "AS-IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ABSENCE OF DEFECTS. WE DO NOT WARRANT THAT PUMAMESH WILL MEET YOUR REQUIREMENTS, OPERATE UNINTERRUPTED, OR BE ERROR-FREE. YOU ASSUME ALL RISK ASSOCIATED WITH DEPLOYMENT AND OPERATION OF PUMAMESH WITHIN YOUR INFRASTRUCTURE.**

## **10. LIMITATION OF LIABILITY**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR THE COST OF SUBSTITUTE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Except as set out below, each party's total aggregate liability arising out of or relating to this Agreement shall not exceed the total subscription fees you paid during the twelve (12) months preceding the event giving rise to the claim.

These limitations do not apply to: (i) gross negligence, willful misconduct, or fraud; (ii) death or personal injury caused by negligence; (iii) indemnification obligations under Section 11; or (iv) breach of Section 5 (Confidentiality).

## **11. INDEMNIFICATION**

### **11.1 Mutual Indemnification**

Each party shall defend, indemnify, and hold harmless the other and its Affiliates, officers, directors, employees, and agents from third-party claims arising from its material breach of this Agreement, violation of applicable law, or infringement of a third party's intellectual property rights.

### **11.2 Our IP Indemnification**

We will indemnify you against third-party claims that PumaMesh, as used in accordance with this Agreement, infringes a third party's intellectual property rights, except where the claim results from: (i) your breach; (ii) unauthorized modifications; (iii) failure to apply our updates; (iv) use in combination with unapproved products; or (v) your-supplied configurations or data.

### **11.3 Your Indemnification**

You will indemnify us against third-party claims arising from: (a) Customer Data; (b) your use of PumaMesh in violation of this Agreement or law; or (c) materials, instructions, or configurations you supply.

### **11.4 IP Remedies**

If PumaMesh becomes the subject of an infringement claim, we may: (1) secure your right to continue using it; (2) replace or modify it to be non-infringing; or (3) terminate the affected services and refund prepaid fees for the unused Subscription Term. This is your sole remedy for IP infringement.

## **12. COMPLIANCE, LEGAL RESTRICTIONS, AND FEDERAL USE**

### **12.1 General Legal Compliance**

You shall use PumaMesh only in compliance with all applicable laws and regulations in every jurisdiction in which you operate, including U.S. Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), applicable data protection laws (GDPR, CCPA, HIPAA), and applicable federal procurement regulations.

### **12.2 Government and Defense Use — Express Authorization**

PumaMesh is designed, positioned, and expressly authorized for use in defense, intelligence, law enforcement, federal civilian agency, and regulated enterprise environments. Use of PumaMesh in connection with national security, warfighting, intelligence collection and analysis, networked operations, kill chain workflows, command and control, and other defense and government missions is within the intended and permitted scope of this Agreement. No separate written authorization is required for these use cases except as provided in Section 12.5 (Classified Environments).

### **12.3 Government Rights in Technical Data and Software**

If you are a Federal Customer, PumaMesh and Documentation constitute "**commercial computer software**" and "**commercial computer software documentation**" as those terms are defined in FAR 2.101 and DFARS 252.227-7014. Your U.S. Government rights in PumaMesh are limited to those expressly provided in this Agreement, consistent with:

- FAR 52.227-19 (Commercial Computer Software—Restricted Rights);
- DFARS 252.227-7015 (Technical Data—Commercial Items); and
- DFARS 252.227-7014 (Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation), as applicable.

PumaMesh was developed exclusively with private funds. No government purpose rights, unlimited rights, or government license rights are granted. The U.S. Government's rights are limited to those in this Agreement, and we retain all other rights.

### **12.4 FAR and DFARS Flow-Down**

Federal Customers and prime contractors acquiring PumaMesh for use on government contracts acknowledge that:

- **Section 889 (NDAA 2019):** PumaMesh does not incorporate telecommunications or video surveillance equipment or services from covered entities (Huawei, ZTE, Hytera, Hikvision, Dahua, or their subsidiaries or affiliates) as defined in FAR 52.204-24/25. We represent compliance with both prongs of the Section 889 prohibition.
- **FAR 52.204-21:** We comply with basic safeguarding requirements for covered contractor information systems as required by FAR 52.204-21.
- **DFARS 252.204-7012:** We implement adequate security on systems that process, store, or transmit Covered Defense Information (CDI) in accordance with NIST SP 800-171, to the extent applicable to our operations. CDI processed within your Customer-Managed Deployment is your responsibility as described in Section 14.
- **Supply Chain Risk:** PumaMesh is developed in the United States using vetted open source components. We do not knowingly incorporate software components from countries or entities subject to U.S. supply chain risk prohibitions.

### **12.5 Classified Environments**

Use of PumaMesh in environments processing Classified National Security Information requires: (a) written authorization from us prior to deployment; (b) compliance with applicable Intelligence Community Directives (ICDs), DoD security classification guides, and facility/system accreditation requirements; and (c) a separate agreement addressing government-specific

security requirements as needed. Contact [info@pumamesh.com](mailto:info@pumamesh.com) to initiate classification environment authorization.

## **12.6 CUI and Controlled Technical Information**

If you process Controlled Unclassified Information (CUI), Controlled Technical Information (CTI), or other sensitive government information through PumaMesh, you are solely responsible within your Customer-Managed Deployment for:

- Implementing NIST SP 800-171 Rev. 3 or current revision controls;
- Meeting applicable CMMC 2.0 level requirements (Level 2 or Level 3 as required by your contract);
- Complying with NARA CUI Registry requirements and applicable CUI Executive Order obligations;
- Maintaining a System Security Plan (SSP) and Plan of Action and Milestones (POA&M) as required; and
- Applying applicable DoD Security Technical Implementation Guides (STIGs) to your deployment environment.

We provide Documentation and technical assistance to support your compliance efforts. We do not make FedRAMP authorization representations; Federal Customers operating under FedRAMP requirements should assess PumaMesh under their agency's Authority to Operate (ATO) process.

## **12.7 ITAR and Export Control**

PumaMesh is classified as EAR99 or may be controlled under ECCN 5D002 depending on cryptographic functionality. You are responsible for determining applicable export classifications for your specific use case and obtaining all required export authorizations. PumaMesh incorporates FIPS 140-3 validated cryptographic modules; certain international deployments may require additional export authorization. Contact [info@pumamesh.com](mailto:info@pumamesh.com) for export classification assistance.

## **12.8 Prohibited Uses**

You shall not use PumaMesh to: (a) violate U.S. export control laws, economic sanctions, or embargoes; (b) facilitate illegal conduct; or (c) circumvent technical or legal security controls in violation of applicable law.

## **12.9 Restricted Jurisdictions**

PumaMesh may not be deployed in, or transferred to nationals of, U.S. government-sanctioned countries (currently Cuba, Iran, North Korea, Syria, Russia, and Belarus) or entities on U.S. sanctions or export control lists, without our explicit prior written authorization and all required government approvals.

# **13. TERM AND TERMINATION**

## **13.1 Agreement Term**

This Agreement commences when you accept it and continues until all Subscription Terms have expired or been terminated.

### **13.2 Termination for Cause**

Either party may terminate this Agreement or any Order Form immediately upon written notice if the other party: (a) materially breaches this Agreement and fails to cure within fifteen (15) business days of written notice specifying the breach; (b) becomes insolvent, makes a general assignment for creditors, or is subject to a bankruptcy proceeding not dismissed within sixty (60) days; or (c) engages in unauthorized disclosure of Confidential Information causing material harm.

We may terminate for convenience upon sixty (60) days' written notice, in which case we will refund prepaid fees for the unused portion of your then-current Subscription Term.

### **13.3 Effect of Termination**

Upon termination or expiration: (a) your license terminates immediately; (b) you must cease all use and remove PumaMesh from all systems within ten (10) business days; (c) you must return or destroy our Confidential Information per Section 5.3; (d) you must pay all outstanding undisputed fees within thirty (30) days; and (e) we will provide a thirty (30)-day window for you to export Account Data before we delete it from our systems.

### **13.4 Survival**

Sections 4, 5, 6 (accrued amounts), 8.2, 9, 10, 11, 12, 14, 15, and 16 survive termination or expiration.

## **14. CUSTOMER-MANAGED DEPLOYMENT; DATA**

### **14.1 Customer-Managed Model**

PumaMesh is provided exclusively as a Customer-Managed Deployment. You install and operate PumaMesh on infrastructure you own or control. We have no access to, custody of, or control over your Customer Data at any time. We are not a data processor, custodian, or cloud service provider with respect to Customer Data.

### **14.2 Your Data Responsibility**

You are solely responsible for: (a) security, integrity, backup, and availability of Customer Data; (b) compliance with applicable data protection, privacy, and cybersecurity laws governing Customer Data; (c) obtaining all necessary consents before processing personal data through PumaMesh; and (d) implementing technical and organizational security measures appropriate to the sensitivity of your data, including CUI safeguarding and applicable STIG configurations.

### **14.3 Account Data and Telemetry**

We collect and process limited Account Data (contact information, billing details, support communications) for account management, billing, and support. PumaMesh does not include

telemetry or call-home functionality by default. Any such functionality introduced in future releases will be disclosed in release notes and will be opt-in or configurable.

#### **14.4 No DPA Required**

Because we do not process Customer Data, no data processing agreement is required for Customer Data under this Agreement. Our handling of Account Data is governed by Section 15.

### **15. PRIVACY STATEMENT**

**Scope.** This Section governs our collection, use, and handling of information relating to you and your authorized users in connection with the Subscription Services. It does not govern your own data practices, which remain your sole responsibility under Section 14.

#### **15.1 Information We Collect**

In connection with the Subscription Services, we may collect:

- **Account Information:** Company name, contact name, email address, phone number, job title, and billing address.
- **Payment Information:** Billing and payment details processed through PCI-DSS-compliant third-party payment processors. We do not store full payment card numbers.
- **Support and Communications Data:** Content of support requests, trouble tickets, emails, and other communications between you and us.
- **Subscription and Licensing Data:** License activation events, version information, and subscription status, to the extent collected through hosted licensing or subscription management services.
- **Website Data:** Standard server logs, cookies, and analytics data collected through pumamesh.com in accordance with our website cookie policy.

#### **15.2 How We Use Information**

We use collected information to:

- Provide, manage, and administer the Subscription Services;
- Process billing and payments;
- Respond to support requests and communications;
- Send operational notices (renewal reminders, security advisories, product updates);
- Comply with legal and regulatory obligations; and
- Improve our products based on aggregated, de-identified feedback.

We do not sell, rent, or trade your Account Data to third parties for marketing purposes.

#### **15.3 Disclosure to Third Parties**

We may disclose information to:

- **Service Providers:** Third-party vendors (payment processors, cloud hosting, support platforms) under confidentiality obligations, solely to perform services on our behalf;

- **Legal Authorities:** Law enforcement or government agencies when required by law or valid court order; and
- **Business Transfers:** Successors or acquirers in connection with a merger, acquisition, or asset sale, subject to confidentiality obligations.

#### **15.4 Data Retention**

We retain Account Data for the duration of your Subscription Term and for up to seven (7) years following termination for legal, tax, financial, and audit compliance. You may request deletion of Account Data following the 30-day export window in Section 13.3, subject to our legal retention obligations.

#### **15.5 Security**

We implement industry-standard administrative, technical, and physical safeguards to protect Account Data, including encryption in transit (TLS 1.3) and access controls. For information about our cryptographic standards (wolfSSL/wolfCrypt FIPS 140-3), see our Security and Compliance Documentation.

#### **15.6 International Transfers**

We are based in the United States. If you are outside the United States, you acknowledge that Account Data may be transferred to and processed in the United States. We comply with applicable cross-border data transfer requirements.

#### **15.7 Your Privacy Rights**

Depending on your jurisdiction, you may have rights to access, correct, delete, or restrict processing of your personal data. To exercise such rights, contact us at [info@pumamesh.com](mailto:info@pumamesh.com). We will respond within the timeframes required by applicable law. We cannot fulfill data subject rights requests for Customer Data—those must be directed to you as the responsible controller.

#### **15.8 Contact**

**PumaMesh Privacy** | 414 Varner Way, St. Augustine FL 32092 | [info@pumamesh.com](mailto:info@pumamesh.com)

### **16. GENERAL PROVISIONS**

#### **16.1 Entire Agreement**

This Agreement, together with all applicable Order Forms, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements. In a conflict between this Agreement and an Order Form, the Order Form governs for that specific transaction.

#### **16.2 Updates to This Agreement**

We may update this Agreement from time to time. We will post the updated version at [pumamesh.com](http://pumamesh.com) and update the “Last Updated” date. For active subscriptions, material changes take effect thirty (30) days after notice (via email to the address on file or prominent notice on our website). Continued use of PumaMesh after the effective date of changes constitutes your

acceptance. If you object to material changes, you may terminate per Section 3.2 without penalty during the 30-day notice period. Contact us at [info@pumamesh.com](mailto:info@pumamesh.com) with any questions about changes.

### **16.3 Governing Law**

This Agreement is governed by the laws of the State of Florida, without regard to conflict-of-law principles. Both parties consent to the exclusive jurisdiction of the federal and state courts in St. Johns County, Florida, except that either party may seek emergency equitable relief in any court of competent jurisdiction.

### **16.4 Dispute Resolution**

Before initiating litigation (excluding emergency equitable relief), the parties agree to attempt good-faith negotiation for thirty (30) days after written notice of a dispute.

### **16.5 Severability**

If any provision is held invalid or unenforceable, the remaining provisions remain in full force. An invalid provision will be modified to the minimum extent necessary to be valid while reflecting the parties' intent.

### **16.6 Waiver**

No waiver is effective unless in writing and signed by the waiving party. Waiver of one breach is not a waiver of any other breach.

### **16.7 Assignment**

You may not assign this Agreement without our prior written consent (not to be unreasonably withheld for assignments to an Affiliate or in connection with a merger or asset sale). We may assign this Agreement to a successor, Affiliate, or acquirer. Prohibited assignments are void.

### **16.8 Relationship**

Nothing in this Agreement creates a partnership, joint venture, agency, employment, or fiduciary relationship. Neither party has authority to bind the other.

### **16.9 Notices**

Legal notices must be in writing, sent by email with read receipt or certified mail to: **QUQK INC. d/b/a PumaMesh Inc., 414 Varner Way, St. Augustine FL 32092, [info@pumamesh.com](mailto:info@pumamesh.com)**. Routine operational communications may use contact information on file.

### **16.10 Electronic Acceptance**

This Agreement may be accepted electronically. Clicking "I Agree," "Accept," or "Get Started," submitting an Order Form, or accessing and using PumaMesh constitutes your legally binding acceptance of this Agreement, with the same force and effect as a handwritten signature under the Electronic Signatures in Global and National Commerce Act (E-SIGN) and applicable state electronic signature laws.

### **16.11 Injunctive Relief**

Breach of Sections 2, 4, or 5 may cause irreparable harm. We are entitled to seek injunctive relief and specific performance without posting bond, in addition to all other remedies.

### **16.12 Limitation Period**

Any action arising from this Agreement must be commenced within two (2) years of when the claimant knew or should have known of the claim, or it is forever barred, except as prohibited by law.

### **16.13 Force Majeure**

Neither party is liable for delay or failure due to causes beyond its reasonable control, including acts of God, government action, war, terrorism, natural disasters, epidemics, cyberattacks by third parties, or communications infrastructure failures. The affected party must promptly notify the other and use commercially reasonable efforts to mitigate.

### **16.14 U.S. Government End Use**

If this Agreement is accepted by or on behalf of the U.S. Government, the U.S. Government acknowledges that PumaMesh is commercial software developed exclusively at private expense, and that its rights are limited as set forth in Section 12.3.

## **17. MARKETING AND REFERENCE RIGHTS**

### **17.1 License to Use Name and Logo**

By accepting this Agreement, installing or accessing PumaMesh, or participating in any proof of concept, evaluation, pilot, or demonstration (collectively, "Engagement"), Customer grants QUQK INC. d/b/a PumaMesh Inc. a non-exclusive, worldwide, royalty-free, sublicensable license to use Customer's name, trade name, brand name, and logo (collectively, "Customer Marks") to identify Customer as a user, evaluator, customer, or partner of PumaMesh. This license applies regardless of whether Customer proceeds to a paid subscription following an Engagement, and regardless of the outcome or results of any evaluation.

### **17.2 Permitted Uses of Customer Marks**

We may use Customer Marks in any of the following contexts:

- Our website (pumamesh.com), including customer and partner pages;
- Marketing collateral, product datasheets, capability briefs, and sales materials;
- Press releases, media announcements, and public statements;
- Investor presentations, pitch materials, and fundraising documents;
- Conference presentations, trade show exhibits, and event materials;
- Social media posts and digital advertising; and
- Case studies, white papers, and technical reference materials (subject to Section 17.4 regarding content approval).

### **17.3 Proof of Concept and Evaluation Engagements**

The license granted in Section 17.1 applies in full to any Customer that accesses, installs, or evaluates PumaMesh through a proof of concept, pilot, evaluation license, demonstration, or any other pre-purchase or trial engagement. The right to use Customer Marks and identify Customer as an evaluator or partner is not contingent on Customer's decision to purchase a paid subscription, and arises upon commencement of the Engagement regardless of outcome. We may disclose the existence of the Engagement but will not publicly disclose Engagement-specific technical findings or performance results without Customer's prior written consent.

#### **17.4 Case Studies and Detailed Reference Use**

For use cases that go beyond identifying Customer by name and logo and include detailed descriptions of Customer's specific use case, deployment details, or performance data (e.g., a written case study or detailed reference story), we will provide Customer a reasonable opportunity to review and approve the specific content before publication. Approval will not be unreasonably withheld or delayed. General identification of Customer as a user, evaluator, or partner does not require content approval.

#### **17.5 Opt-Out; Government and Regulated Customers**

Customer may opt out of the license granted in this Section by sending written notice to [info@pumamesh.com](mailto:info@pumamesh.com) with the subject line "Marketing Opt-Out." The opt-out takes effect within fifteen (15) business days of receipt. Upon opt-out, we will cease new uses of Customer Marks; however, we are not required to remove or recall materials already published or distributed prior to receipt of the opt-out notice. Federal Customers, defense contractors, and any Customer whose internal policies, applicable law, or government contract terms restrict public disclosure of their identity as a user of commercial software may exercise this opt-out at any time, including at or before the start of any Engagement. Customer is solely responsible for determining whether such restrictions apply and for providing timely notice.

#### **17.6 No Endorsement**

Our use of Customer Marks does not imply Customer's endorsement of PumaMesh or of QUQK INC. We will not use Customer Marks in a manner that is false, misleading, disparaging, or that portrays Customer in a negative light. We will use Customer Marks in a manner that is consistent with Customer's brand guidelines to the extent such guidelines are made available to us in writing.

#### **17.7 Ownership of Customer Marks**

All rights in Customer Marks remain exclusively with Customer. Nothing in this Section transfers any ownership interest in Customer Marks to us. We acquire no rights in Customer Marks other than the limited license expressly granted in this Section, and all goodwill generated by our use of Customer Marks inures solely to Customer's benefit.