

PanGuard AI

Master Services Agreement

This Master Services Agreement (“**Agreement**”) is entered into as of the date of the Customer’s electronic acceptance (via the PanGuard checkout flow or an Order Form) OR the date of countersignature on a signed copy, whichever is later (the “**Effective Date**”) between:

- **PanGuard AI, Inc.**, a Delaware C-Corporation with principal offices at [Stripe Atlas registered agent address, Wilmington DE] (“**PanGuard**”), and
- The customer entity identified on the Order Form or at checkout (the “**Customer**”).

Each a “**Party**” and collectively the “**Parties**”.

Template — v2.0. This is the standard PanGuard Master Services Agreement. It governs all paid engagements (Migrator Pro, Enterprise, Sovereign, and any self-serve purchase), each scoped by a Statement of Work or Order Form. This template should be reviewed by counsel before execution.

1. Services

1.1 Services. PanGuard will provide the services described in one or more Statements of Work or Order Forms executed by both Parties (“**SOWs**”). Each SOW is incorporated into this Agreement by reference and is subject to its terms.

1.2 Order of precedence. In the event of conflict between this Agreement and a SOW, this Agreement governs unless the SOW expressly states it overrides a specific section of this Agreement.

1.3 Open-source components. PanGuard’s services use the Agent Threat Rules (“**ATR**”) open standard, made available under the MIT License at <https://github.com/Agent-Threat-Rule/agent-threat-rules>. Customer may use ATR rules independently of this Agreement subject to the MIT License terms. Nothing in this Agreement restricts Customer’s MIT-licensed rights to ATR.

2. Fees and payment

2.1 Fees. Customer will pay the fees stated in each SOW or Order Form. Fees are exclusive of taxes; Customer is responsible for all applicable sales, use, value-added, or similar taxes, except for taxes on PanGuard’s net income.

2.2 Payment terms. Unless otherwise stated in a SOW or Order Form, fees are due per the applicable SOW or Order Form — for example, annually or quarterly (Net-30) for Migrator Pro and Enterprise engagements, or in full at checkout for self-serve purchases. PanGuard reserves the right to suspend services if payment is more than 30 days overdue.

2.3 Refunds and termination. Refund eligibility and fee treatment on termination are governed by the PanGuard Refund & Termination policy at <https://panguard.ai/legal/refund>, in force on the date of the SOW. That policy is incorporated by reference.

3. Term and termination

3.1 Term. This Agreement begins on the Effective Date and continues until terminated. Individual SOWs have the term specified in the SOW.

3.2 Termination for convenience. Either Party may terminate this Agreement on 30 days' written notice if no SOW is active. Termination does not retroactively cancel active SOWs.

3.3 Termination for cause. Either Party may terminate this Agreement or any SOW for material breach not cured within 30 days of written notice.

3.4 Effect of termination. On termination, Customer will pay fees owed for services rendered through the termination date. PanGuard will return or destroy Customer Data per Section 5 within 60 days. Sections that by their nature should survive termination will survive.

4. Intellectual property

4.1 PanGuard IP. PanGuard retains all right, title, and interest in PanGuard Materials (software, documentation, methodologies, know-how, and any improvements thereto), excluding Customer Data.

4.2 Customer Data. Customer retains all right, title, and interest in Customer Data, defined as data submitted by Customer to PanGuard's services. Customer grants PanGuard a limited, worldwide license to use Customer Data solely to provide the services and to improve PanGuard's products in de-identified or aggregated form.

4.3 Feedback. If Customer provides feedback or suggestions, Customer grants PanGuard a perpetual, irrevocable, royalty-free license to use such feedback without restriction.

4.4 Open-source upstream. Customer-provided rule contributions that Customer voluntarily releases to the ATR open standard remain MIT-licensed and may be incorporated upstream. PanGuard will not unilaterally publish Customer's confidential rule contributions without express written consent.

5. Data protection

5.1 DPA. The Parties' rights and obligations with respect to personal data are governed by the PanGuard Data Processing Addendum at <https://panguard.ai/legal/dpa>, which is incorporated by reference. By signing this Agreement, Customer accepts the DPA.

5.2 Sub-processors. PanGuard's current sub-processors are listed at <https://panguard.ai/sub-processors>. PanGuard will provide 30 days' notice of any new sub-processor before sub-processing Customer Data.

5.3 Security. PanGuard's security posture is described at <https://panguard.ai/legal/security>. PanGuard is targeting SOC 2 Type 1 attestation by October 1, 2026 per the published roadmap. Customer acknowledges this attestation is not yet complete as of the Effective Date.

6. Confidentiality

6.1 Definition. "Confidential Information" means non-public information disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party") that is marked confidential or that a reasonable person would understand to be confidential under the circumstances.

6.2 Obligations. The Receiving Party will (i) use Confidential Information only to perform under this Agreement, (ii) protect it with the same degree of care it uses for its own confidential information, no less than reasonable care, and (iii) not disclose it to any third party except to its employees, contractors, advisors, and sub-processors who have a need to know and are bound by confidentiality obligations no less protective than this Section.

6.3 Exclusions. Section 6.2 does not apply to information that (i) is or becomes public without breach of this Agreement, (ii) was rightfully known to the Receiving Party without confidentiality obligation before disclosure, (iii) is rightfully obtained from a third party without confidentiality obligation, or (iv) is independently developed without reference to the Confidential Information.

6.4 Compelled disclosure. The Receiving Party may disclose Confidential Information to the extent required by law, provided it gives the Disclosing Party prompt notice (if legally permitted) and reasonable cooperation in seeking a protective order.

7. Warranties and disclaimers

7.1 Mutual warranties. Each Party warrants that (i) it has the authority to enter into this Agreement, and (ii) its performance will not violate any law or any third-party right.

7.2 Services warranty. PanGuard warrants that the services will be performed in a professional and workmanlike manner consistent with industry standards.

7.3 Detection warranties. PanGuard does NOT warrant that its detection rules will identify every threat, prevent every attack, or operate without false positives. AI agent security is an evolving discipline; no detection product can guarantee complete coverage. Customer acknowledges that PanGuard's published benchmarks describe historical performance on specific corpora and do not constitute a guarantee of future performance on Customer's environment.

7.4 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7, THE SERVICES ARE PROVIDED "AS IS" AND PANGUARD DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8. Indemnification

8.1 By PanGuard. PanGuard will defend Customer against any third-party claim alleging that the PanGuard Materials, as used by Customer in accordance with this Agreement, infringe a third party's intellectual property rights, and will pay damages finally awarded against Customer or agreed in a written settlement, provided Customer (i) promptly notifies PanGuard, (ii) gives PanGuard sole control of the defense, and (iii) reasonably cooperates.

8.2 Exclusions. PanGuard's indemnification does not apply to claims arising from (i) Customer Data, (ii) Customer's combination of PanGuard Materials with third-party products not provided by PanGuard, or (iii) Customer's modification of PanGuard Materials.

8.3 By Customer. Customer will defend PanGuard against any third-party claim arising from Customer Data or Customer's breach of Section 4 (IP) or Section 6 (Confidentiality), on the same procedural terms.

8.4 Sole remedy. This Section 8 states each Party's exclusive remedy for any third-party IP claim.

9. Limitation of liability

9.1 Cap. EXCEPT FOR (i) FEES OWED, (ii) BREACH OF CONFIDENTIALITY (SECTION 6), (iii) INDEMNIFICATION OBLIGATIONS (SECTION 8), AND (iv) WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9.2 Exclusion of damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Insurance

10.1 PanGuard will maintain, at its expense, commercial general liability insurance and cyber liability insurance with limits appropriate to PanGuard's stage and the scope of services rendered. PanGuard will provide certificates of insurance upon Customer's reasonable request.

11. Compliance with laws

11.1 Each Party will comply with all laws and regulations applicable to its activities under this Agreement, including anti-bribery laws (FCPA, UK Bribery Act), export control laws, and data protection laws.

12. Governing law and dispute resolution

12.1 Governing law. This Agreement is governed by the laws of the State of Delaware, USA, without regard to conflict-of-law principles.

12.2 Dispute resolution. The Parties will first attempt to resolve any dispute through good-faith negotiation. If unresolved within 30 days, either Party may submit the dispute to binding arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules. The arbitration will be conducted in Wilmington, Delaware, in English, by a single arbitrator. The arbitrator's decision is final and binding. Notwithstanding the foregoing, either Party may seek injunctive relief in a court of competent jurisdiction to protect its intellectual property or confidential information.

12.3 No class actions. The Parties waive any right to participate in class actions, class arbitrations, or representative actions arising out of this Agreement.

13. General

13.1 Notices. Notices must be in writing and sent to (i) PanGuard at legal@panguard.ai, or (ii) Customer at the email address on the Order Form or on file at checkout. Notices are deemed given upon delivery (email) or three business days after mailing (post).

13.2 Entire Agreement. This Agreement, together with all incorporated documents (DPA, Refund & Termination policy, Sub-processors list, Security Whitepaper) and executed SOWs, constitutes the entire agreement between the Parties and supersedes all prior negotiations and agreements on this subject.

13.3 Amendment. Amendments must be in writing and signed by both Parties. PanGuard may update incorporated policies (DPA, Refund & Termination policy, Sub-processors list, Security Whitepaper) on 30 days' notice; material adverse changes give Customer a right to terminate within that notice period.

13.4 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except that either Party may assign without consent to an affiliate or to a successor in connection with a merger, acquisition, or sale of substantially all its assets.

13.5 No waiver. Failure to enforce a provision is not a waiver of that or any other provision.

13.6 Severability. If any provision is held unenforceable, the remaining provisions remain in effect, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable while preserving the Parties' intent.

13.7 Independent contractors. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

13.8 Force majeure. Neither Party is liable for any failure to perform due to causes beyond its reasonable control, including acts of God, war, terrorism, pandemic, government action, and outages of third-party services not under the Party's control.

13.9 Counterparts; electronic acceptance. This Agreement may be executed in counterparts and by electronic acceptance, all of which together constitute one agreement. Customer's acceptance via checkout, an Order Form, or countersignature, together with the applicable payment step, constitutes Customer's binding acceptance.

Acceptance

By completing checkout, signing an Order Form, or countersigning a paper copy of this Agreement, Customer accepts these terms on behalf of the entity identified on the Order Form or at checkout. The signatory represents that they have the authority to bind that entity.

PanGuard AI, Inc. — Adam Lin, Founder & CEO · adam@agentthreasure.org

This Agreement is governed by the version in force at the time of acceptance. The current version is published at <https://panguard.ai/legal/msa>. PanGuard maintains a versioned archive of all prior MSA versions.