APM Consulting Agreement

Huntress Labs Incorporated ("Client") and The Speedshop Kabushiki Kaisha ("Speedshop" and collectively the "Parties" and individually as a "Party") enter into this APM Consulting Agreement (the "Agreement") as follows:

Article 1 (Purpose)

Client requires consulting services related to application performance issues (the "Services") of their application coded with Ruby on Rails (the "Application") and Speedshop agrees to provide the Services.

Article 2 (Services)

1. The contents of the Services are as follows and Speedshop shall implement the Services subject to the terms and conditions in this Agreement:
   - to set up automated alerts, monitors, and dashboards for the Application in Client's system;
   - to attempt to fix small Application's performance issues that can be fixed within one day according to Client's request;
   - to review and give feedbacks on Application's performance related changes contemplated by Client;
   - to respond to inquiries concerning Application's performance issues via telephone or chat; and
     • to provide monthly report on the Application's performance.
2. The services which are not listed in the preceding paragraphs are not included in the Services and may be performed by Speedshop for a fee pursuant to conditions separately agreed in writing.

Article 3 (Implementation and Time)

1. Speedshop will provide all of the Services remotely to Clients.

2. Speedshop shall make reasonable efforts to timely respond to Client's inquiries, provided, however, that Speedshop does not provide any guarantee with respect to the time it takes to respond to each Client's inquiry.

Article 4 (Fees)

1. Client shall pay 3000 US Dollars per month (exclusive of consumption tax) to Speedshop as consideration for the Services (the "Fees").

2. The Fees and Expenses (as defined in Article 5) shall be paid by telegraphic transfer to a bank account designated by Speedshop within 30th day of Client's receipt of invoice issued by Speedshop. Remittance fees shall be borne by Client.

Article 5 (Costs)

Client shall reimburse all Client authorized out-of-pocket expenses incurred by Speedshop in con- nection with performing the Services ("Expenses").

Article 6 (Delay Damages)

If Client does not fulfill its payment obligations (excluding disputed payments, if any) on the payment due date as stipulated in paragraph 2 Article 4, 14.6% per annum of the total payment due and payable shall

accrue as the delay damages, calculated from the day after the payment date until the completion of the full payment.

Article 7 (Obligations)

1. In connection with the performance of the Services, Client shall provide Speedshop with all such cooperation and assistance as Speedshop reasonably requests, or otherwise may reason- ably be required, to enable Speedshop to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

2. If any materials, information or data (collectively "Materials") are necessary for the perfor- mance of the Services, Speedshop may request Client to provide such Materials and Client shall provide such Materials without delay to Speedshop.

3. Client agrees to back up all data, files, and information prior to the performance of any Ser- vices and hereby assumes sole responsibility for any lost or altered data, files, or information.

Article 8 (Subcontracting)

Speedshop may subcontract any part or all of the Services to a third party as Speedshop deems necessary for the performance of the Services; provided that:

1. Speedshop shall ensure such third party fully complies with this Agreement and assumes all responsibility and liability for their actions; and

2. Speedshop shall notify Client in advance if Client data (including access to data, codebase, or codebase metadata) will be shared with any subcontractor, specifying the scope and purpose of such access. Client shall be given a reasonable opportunity to object to the use of such subcontractor.

Article 9 (Confidentiality & Intellectual Property)

1. Neither Party shall disclose or divulge to a third party any information of the other Party, including business or technical information obtained through the performance of the Services ("Confidential Information"), without the prior written consent of the other Party. For the avoidance of doubt, Materials are included in Client's Confidential Information. The Parties shall use Confidential Information solely for the performance of the Services and shall not use it for any purpose other than purposes contemplated herein. Confidential Information shall not be disclosed to any third party by any way including in writing, orally, or through electro-magnetic media.

2. Notwithstanding the preceding paragraph 1 of this Article 9, the following items do not fall under Confidential Information:

    • information that is in the public domain at the time of the disclosure;
    • information already in possession of the recipient at the time of the disclosure;
    • information that enters into the public domain for reasons not attributable to the recip- ient after the disclosure;
    • information duly obtained from a duly authorized third party without any obligation of confidentiality; or
    • information independently developed without reference to Confidential Information of other party.

3. Notwithstanding paragraph 1 of this Article 9, either Party may disclose Confidential Informa- tion without the prior written consent of the other Party in any of the following events:

- To its officers or employees or to its affiliates, or experts such as lawyers, accountants, or tax accountants within the scope necessary for the performance of the Services; provided that the person to whom the disclosure is to be made is held to at least the same confidentiality obligations as those set forth in this Agreement in accordance with any applicable laws, regulations, or other agreements where it is a party; and

- if required or requested to disclose Confidential Information by the govern- ment, any competent authorities, regulatory authorities, courts, or financial instruments exchange pursuant to applicable laws and regulations (including the rules of financial in- struments exchanges), The Party may disclose Confidential Information, provided that it shall notify the other of the content of such disclosure in advance (in the event such notification in advance is not permissible by law, as soon as possible after such disclosure).

4. Intellectual Property Restrictions. Nothing in this Agreement grants to Speedshop any license or rights to any intellectual property rights in the Client software, platform, data, or services ("Client IP"), or any rights to use the Client IP for any internal business purpose. The rights granted in this Agreement are solely as described herein. Speedshop acknowledges that the methodology, processes and know-how used by Client in connection with the Client IP and the structure, organization, and source code of the Client IP, constitute valuable trade secrets of Client. Accordingly, without limiting the generality of the first sentence of this section, Speedshop agrees not to, and agrees not to permit any third party to: (a) distribute, reproduce, modify, adapt, alter, translate, or create derivative works from Client IP (except as otherwise permitted herein); (b) merge the Client IP with other software; (c) sublicense, lease, rent, loan, or otherwise make available the Client IP to any third party; or (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Client IP.

5. Disclosure of Works and Inventions/Assignment of Patents. Speedshop shall disclose promptly to Client or its nominee any and all works, inventions, discoveries and improvements authored, conceived or made by Speedshop while performing Services under this Agreement or related to the business or activities of Client, and hereby assigns all Speedshop's interest therein to Client or its nominee. Whenever requested to do so by Client, Speedshop shall execute any and all applications, assignments or other instruments which Client shall deem necessary to apply for and obtain Letters Patent or Copyrights of the United States or any foreign country or to otherwise protect or perfect Client's interest therein. Such obligations shall continue beyond the termination of this Agreement, with respect to works, inventions, discoveries and improvements authored, conceived or made by Speedshop while performing Services under this Agreement, and shall be binding upon Speedshop's assigns, executors, administrators and other legal representatives. Notwithstanding the foregoing, nothing in this Agreement shall be construed as transferring or conveying, or requiring Speedshop to transfer or convey its previously existing intellectual property rights to Client.

6. Work Made for Hire; Moral Rights. Speedshop acknowledges and agrees that the performance of Services for Client may include the preparation of materials, including written or graphic materials, and that any such materials conceived or written by Speedshop shall be done as "work made for hire" as defined and used in the Copyright Act of 1976, 17 USC § 1 et seq. In the event of publication of such materials, Speedshop understands that, as "work made for hire," Client will solely retain and own all rights in and to said materials, including right of copyright, and that Client may, at its discretion, on a case-by-case basis, grant Speedshop byline credit on such materials as Client may deem appropriate. Speedshop hereby waives any and all of Speedshop's moral rights, including but not limited to rights of attribution, paternity and integrity, arising under any federal or state law of the United States or any law of any other country, region or subdivision thereof in and to Speedshop's work for Client and performance of the Services, and any contribution thereto, and hereby agrees that Client shall have all rights flowing from this waiver including, without limitation, the right to modify said work for any and all past, present or future uses now known or hereinafter discovered and Speedshop agrees to execute all further documentation, if any, necessary to implement or reflect this waiver.

Article 10 (Compensation for Damage)

1. If a Party is obliged to pay damages, regardless of the legal grounds, including liability for nonperformance, tort, statutory liabilities, or attorneys' fee to the other Party in connection with this Agreement, such Party shall compensate the other Party only for direct and actual damages.

2. Except in the case of gross negligence or willful misconduct, in no event shall either party's liability to the other or any third party exceed the Fees paid by Client to Speedshop for the three-month period preceding the date of the claim arose.

Article 11 (Force Majeure)

1. Force Majeure means, in this Agreement, circumstances beyond its reasonable control, in- cluding, without limitation, earthquake, typhoon, tsunami and other acts of God, wars, civil disturbances, riot, acts of terrorism, unexpected accident, strike, lockout, occurrence of seri- ous disease or infectious disease, change in laws or regulations, and acts of any governmental body.

2. Neither Party shall be liable for any failure of or delay in performance of its obligation under this Agreement, except for its obligation to pay money due and payable, to the extent such failure or delay is due to Force Majeure or disease or injury of narrators.

Article 12 (Termination for Cause)

1. Either Party may unilaterally terminate this Agreement if the other Party breaches any provision of this Agreement and does not cure such breach within 30 days; provided, however, that the right to terminate this Agreement does not apply if the degree of such breach when such period lapses is minor in light of this Agreement and common sense of the transaction.

2. Either Party may unilaterally terminate all or a part of this Agreement immediately without prior written notice to the other Party if any of the following events applies to the other Party (unless such event is attributable to the terminating Party):

   - if the other Party commits any material breach of this Agreement or is in breach of good faith;
   - if the other Party become subject of a voluntary or involuntary bankruptcy procedure, civil rehabilitation procedure, corporate reorganization procedure, or any other liquida- tion procedure;
   - if the other Party becomes insolvent;
   - if a note or cheque issued or underwritten by the other Party is dishonored; or
   - if the other Party dissolves itself or abolishes its businesses.

3. If this Agreement is terminated in accordance with paragraph 1 or 2 of this Article 12, the breaching Party's obligations under this Agreement will be accelerated and become imme- diately due and payable, and such Party shall forthwith fulfill all of its obligations to the terminating Party.

4. Termination as set forth in paragraph 1 or 2 of this Article 12 will not preclude the terminating Party from making a claim for damages against the other Party.

Article 13 (Term)

1. The term of this Agreement is for 6 months from November 01, 2025 until April 30, 2026.

2. Notwithstanding paragraph 1 of this Article 13, unless either Party notifies the other Party in writing of its intention to amend or terminate this Agreement no later than 1 months before the expiration

date, this Agreement will be automatically renewed month-to-month, and the same terms and conditions will apply to other subsequent renewals.

Article 14 (Prohibition of Assignment)

Except in the event of merger or acquisition, neither Party may assign any of the rights or delegate any of its obligations under this Agreement except without obtaining the prior written consent of the other Party. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

Article 15 (Entire Agreement)

This Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement and merges and supersedes all previous discussion, negotiations and agreements, either oral or written, with respect to the subject matter hereof, and no addition to or modification of this Agreement shall be binding on either Party hereto unless reduced to writing and agreed upon by each of the Parties hereto. It is mutually understood and agreed that Vendor shall be, and always is, acting and performing as an independent contractor in performance of the Services to be rendered pursuant to this Agreement. As such, Speedshop shall not be deemed an agent, legal representative, joint venturer, partner, employee, or servant of Client for any purpose whatsoever, and Speedshop is not authorized to make any contract or agreement, express or implied, on behalf of Client.

Article 16 (Governing Law and Jurisdiction)

This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Delaware, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Any disputes under this Agreement may be brought in the state courts and the Federal courts for the county in which Client's principal place of business is located, and the parties hereby consent to the personal jurisdiction and exclusive venue of these courts. This Agreement may not be amended except by a writing signed by both parties. **Article 17 (Survival)**

The provisions of Article 9 (Confidentiality) will survive the termination of this Agreement for the period of 3 years. The provisions of Article 10 (Compensation for Damage), Article 11 (Force Majeure), paragraph 3 and 4 of Article 12 (Termination for Cause), Article 14 (Prohibition of Assignment), Article 15 (Entire Agreement), Article 16 (Governing Law and Jurisdiction), and this Article 17 (Survival) will survive the termination of this Agreement and will remain in full force and effect after the termination of this Agreement.

Article 18 (Use of Equipment and Participation in Client Programs)

1. Client shall not require Speedshop to use any equipment, hardware, or software provided or managed by Client, including but not limited to laptops, mobile devices, VPNs, or endpoint security tools, except as agreed expressly in an amendment to this agreement. Speedshop may, at its sole discretion, choose to use such equipment or software, but shall not be obligated to do so.

2. Speedshop shall not be obligated to participate in any Client-mandated internal trainings or compliance programs, including but not limited to security awareness, data protection, anti-harassment, or fraud prevention trainings, except as otherwise required by law or expressly agreed in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and each Party shall retain one (1) copy each, duly signed and sealed by each Party, respectively.
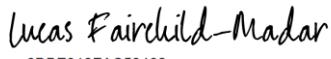
September 18, 2025 **Client:**

Address: 6996 Columbia Gateway Dr, Ste 101, Columbia, MD 21046 Entity name:

Huntress Labs Incorporated

Title and Name of Representative: Lucas Fairchild-Madar, Director, Engineering   Signature:
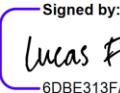
Signed by:

Lucas Fairchild-Madar   **Speedshop:**

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Address: 1-1-30-1 Hamatake, Chigasaki, Japan, 253-0021 Entity name:

The Speedshop KK

Title and Name of Representative: Nathan Berkopec, Director Signature:

DocuSigned by:

Nate Berkopec

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