



MASTER SERVICES AGREEMENT

VEX Pilot Light

NOCTARA, INC. . PUPUL, INC. . MARIETTA, OHIO
EFFECTIVE 2026-05-16

VEX PILOT LIGHT

Status: *DRAFT* for counsel review. Do not send to customers until counsel approves.

This Master Services Agreement (the “Agreement”) is entered into as of the Effective Date below by and between:

Noctara, Inc., a Delaware corporation, with offices at 870 Coal Run Road, Marietta, OH 45750 (“Noctara”), and

[CUSTOMER LEGAL NAME], [Entity type] with offices at [Customer address] (“Customer”),

each a “Party” and collectively the “Parties.”

Effective Date: [Date of execution]

1. SERVICES

1.1. *Pilot Light* is a fixed-scope engagement: Noctara provides Customer with a behavioral identity reading (the “Reading”) for up to five (5) named Customer team members (“Participants”), and one (1) written executive readout (“Readout”) summarizing aggregate signals across the Reading data.

1.2. The Reading is delivered through Noctara’s hosted platform at noctaracorp.com (consumer surface) and takethemirror.com (administrative surface).

1.3. Each Participant takes the Reading individually. Their answers, raw text, and behavioral biometric data (the “Individual Data”) remain accessible only to the Participant. Noctara aggregates the Individual Data across Participants to produce the Readout. The Readout contains no individual-level data.

1.4. The Pilot Light engagement runs for fourteen (14) days from the Effective Date.

2. FEES

2.1. Customer pays Noctara a one-time fee of *One Thousand Three Hundred US Dollars (USD \$1,300)* at execution.

2.2. The fee is non-refundable once any Participant has commenced the Reading.

2.3. No additional fees, surcharges, or auto-renewals apply to Pilot Light.

3. PRIVACY & CONFIDENTIALITY

3.1. *Architectural Privacy*. Noctara’s platform is designed such that Customer’s leadership cannot access Individual Data. The Readout is computed via an aggregation worker that requires a minimum group size of five (5) contributing Participants. There is no administrator role with read access to Individual Data; granting such access would require a database schema migration and a code deployment by Noctara, both of which Noctara would disclose to Customer in writing prior to execution.

3.2. *Mutual confidentiality*. Each Party agrees to maintain in confidence all non-public information received from the other Party in connection with this Agreement.

3.3. *No marketing without consent*. Noctara may not name Customer in marketing materials, case studies, or press without Customer’s prior written consent.

4. DATA PROTECTION

4.1. The Parties incorporate by reference the Noctara Data Privacy Addendum (“DPA”) at <https://takethemirror.com/dpa>, which governs the processing of personal data under this Agreement.

4.2. Noctara is the controller of the Individual Data (each Participant’s personal account). Noctara is the processor of any aggregate signals derived for Customer’s leadership.

4.3. Subprocessors are listed at <https://takethemirror.com/trust>. Noctara provides Customer with thirty (30) days’ written notice before adding a new subprocessor.

5. INTELLECTUAL PROPERTY

5.1. Noctara retains all right, title, and interest in the platform, the Reading methodology, the eight rhythms, the six metrics, the patent application(s), and all derived analytics.

5.2. Customer retains all right, title, and interest in its name, marks, and any business data Customer separately provides to Noctara.

5.3. The Readout, as delivered to Customer, is licensed to Customer for internal use, including circulation to Customer's leadership and advisors. Customer may not resell, sublicense, or publicly distribute the Readout.

6. TERM & TERMINATION

6.1. This Agreement runs for the Pilot Light term (fourteen days). It does not auto-renew.

6.2. Either Party may terminate immediately for material breach uncured for ten (10) days after written notice.

6.3. On termination, Noctara deletes Individual Data within thirty (30) days, except as retained in aggregate, non-individual statistical artifacts for benchmarking.

7. WARRANTIES & DISCLAIMERS

7.1. Each Party warrants it has authority to enter into this Agreement.

7.2. The platform is provided *AS IS*. To the maximum extent permitted by law, Noctara disclaims all implied warranties, including merchantability and fitness for a particular purpose.

8. LIMITATION OF LIABILITY

8.1. Neither Party is liable for indirect, incidental, special, or consequential damages.

8.2. Each Party's aggregate liability is capped at the fees paid under this Agreement (USD \$1,300).

8.3. The above caps do not apply to: (a) Customer's payment obligations; (b) breach of confidentiality (Section 3); (c) gross negligence or willful misconduct; (d) indemnification obligations.

9. INDEMNIFICATION

9.1. Noctara indemnifies Customer against third-party claims that the platform, as provided by Noctara and used in accordance with this Agreement, infringes any US patent, copyright, or trademark.

9.2. Customer indemnifies Noctara against third-party claims arising from Customer's misuse of the platform or breach of this Agreement.

10. GENERAL

10.1. *Governing law.* Delaware. Disputes resolved in Delaware state or federal courts.

10.2. *Entire agreement.* This Agreement (including the DPA) is the entire agreement and supersedes prior agreements.

10.3. *Amendment.* Only by a writing signed by both Parties.

10.4. *Counterparts.* Electronic signatures permitted.

10.5. *Survival.* Sections 3 (Confidentiality), 5 (IP), 8 (Liability), 9 (Indemnification), and 10 (General) survive termination.

Signed:

Noctara, Inc. By: Name: Cole Alexander Alkire Title: Founder Date:

[CUSTOMER LEGAL NAME] By: Name: [Customer signer] Title: [Customer signer title] Date:

COUNSEL REVIEW CHECKLIST

- . Confirm Noctara, Inc. corporate authority (Delaware C-Corp, in good standing)
- . Confirm Pupul, Inc. holdco relationship is correctly excluded from this customer-facing agreement (Pupul is parent, but Customer contracts with Noctara directly)
- . BIPA / Illinois biometric consent language (Section 4 + DPA) is sufficient given keystroke biometric is not a BIPA-enumerated identifier under most readings
- . ECPA consent at point of Reading is captured in the Participant's account-creation flow, not this MSA
- . Liability cap at \$1,300 is appropriate for Pilot Light SKU
- . Survival clause covers all needed sections
- . Governing law is Delaware (matches incorporation state)

END OF DOCUMENT . NOCTARA, INC.