MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of June 1, 2025 ("Effective Date") by and between AlphaTech Solutions, Inc., a Delaware corporation having its principal place of business at 123 Innovation Drive, Wilmington, DE 19801 ("Provider"), and BetaCorp Enterprises, LLC, a California limited liability company having its principal place of business at 456 Market Street, San Francisco, CA 94103 ("Client"). Provider and Client are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Provider is engaged in the business of providing software development, consulting, and related professional services; and

WHEREAS, Client desires to engage Provider to perform certain services, and Provider desires to perform such services, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

Definitions:

"Affiliate" means, with respect to a Party, any entity that controls, is controlled by, or is under common control with such Party. "Control" means ownership of at least fifty percent (50%) of the voting interests of an entity.

"Confidential Information" means all non-public, proprietary, or confidential information disclosed by one Party to the other Party, whether orally or in writing, including but not limited to business plans, financial data, technical specifications, software code, trade secrets, and marketing strategies, that is designated as "Confidential" or would reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.

"Deliverables" means any tangible work product, digital files, documentation, software code, or materials developed or provided by Provider in the course of performing Services under this Agreement.

"Effective Date" means June 1, 2025.

"Force Majeure Event" means any cause beyond the reasonable control of a Party, including acts of God, war, strikes, labor disputes, civil disturbances, acts of terrorism, governmental orders, epidemics, pandemics, fire, flood, earthquakes, hurricanes, or other natural disasters, provided such cause could not have been reasonably prevented by the affected Party.

"Intellectual Property Rights" means all worldwide rights in and to patents, copyrights, trade secrets, trademarks, service marks, moral rights, database rights, domain names, mask work rights, and any other similar proprietary rights, whether registered or unregistered, and all applications for and renewals thereof.

"Services" means the professional services to be performed by Provider as described in one or more Statements of Work (each, an "SOW") executed under this Agreement.

"Statement of Work" or "SOW" means a written document executed by both Parties that describes the specific Services to be provided by Provider, the Deliverables to be delivered, the timeline, fees, and any other project-specific terms.

"Term" has the meaning set forth in Section Term below.

Term:

This Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with Section Termination, shall continue for a period of two (2) years (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year renewal terms (each a "Renewal Term") unless either Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to the end of the Initial Term or then-current Renewal Term. The Initial Term, together with all Renewal Terms, is referred to herein as the "Term."

Payment Terms:

1. Fees. Client shall pay Provider the fees set forth in each SOW (the "Fees"). Unless otherwise specified in the applicable SOW, all Fees are quoted in U.S. dollars (USD).

2. Invoicing and Payment. Provider will invoice Client monthly in arrears for Services performed during the preceding month. Each invoice will itemize the Services performed, the time spent, and any reimbursable expenses incurred. Client shall pay each invoice within thirty (30) days of receipt. All payments shall be made by wire transfer to an account designated by Provider or by such other method as agreed in writing.

3. Late Payments. Any undisputed amount not paid when due shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from the date due until paid in full. If Client fails to pay any undisputed invoice within thirty (30) days after the due date, Provider may suspend performance of Services until payment is received.

4. Expenses. Client shall reimburse Provider for all reasonable and pre-approved out-of-pocket expenses incurred in connection with performing Services, including but not limited to travel, lodging, and other project-related costs. Such expenses shall be invoiced in accordance with Provider's standard expense reimbursement policies, as documented in each SOW.

5. Taxes. All Fees and other amounts payable under this Agreement are exclusive of any sales, use, value-added, goods and services, or other similar taxes, duties, or charges ("Taxes"). Client shall be responsible for payment of all Taxes incurred in connection with this Agreement, excluding taxes based on Provider's net income. If Provider is required to collect any Taxes, Provider will invoice Client for such Taxes, and Client shall pay such Taxes in accordance with the payment terms set forth in this Section.

Confidentiality:

1. Protection of Confidential Information. Each Party agrees to: (a) hold in strict confidence all Confidential Information of the other Party; (b) not use any Confidential Information of the other Party except as necessary to perform its obligations or exercise its rights under this Agreement; and (c) restrict disclosure of Confidential Information of the other Party to its employees, contractors, and agents who have a need to know and who are bound by confidentiality obligations at least as protective as those contained herein.

2. Exceptions. Confidential Information shall not include information that: (a) is or becomes publicly known through no breach of this Agreement by the receiving Party; (b) was in the receiving Party's possession prior to receipt from the disclosing Party without restriction; (c) is rightfully received from a third party without restriction; or (d) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.

3. Required Disclosures. If a receiving Party is required by law, regulation, or valid court order to disclose any Confidential Information of the disclosing Party, the receiving Party shall (to the extent legally permitted) provide prior written notice to the disclosing Party and cooperate with the disclosing Party's reasonable efforts to seek a protective order or other appropriate remedy.

Intellectual Property:

1. Ownership of Pre-Existing IP. Each Party shall retain all right, title, and interest in and to its pre-existing Intellectual Property Rights. No licenses or rights, express or implied, are granted by either Party to the other Party with respect to any pre-existing Intellectual Property Rights except as expressly set forth in this Agreement or any SOW.

2. Provider Deliverables. Unless otherwise specified in an SOW, Provider hereby grants to Client a non-exclusive, worldwide, royalty-free, fully paid-up license to use, reproduce, modify, and distribute the Deliverables solely for Client's internal business purposes. All right, title, and interest in and to the Deliverables (including all modifications and enhancements) shall vest in Client upon payment in full of all Fees due under the applicable SOW. Provider retains no rights to use or disclose the Deliverables except as necessary to comply with its obligations under this Agreement or as required by law.

3. Licensed Materials. If any Deliverable includes or is based on open-source software, third-party code, libraries, or other materials ("Licensed Materials"), Provider will disclose to Client any applicable open-source licenses or third-party license terms. Client's rights with respect to Licensed Materials shall be governed by the applicable license terms for those third-party components.

4. Feedback. If Client provides Provider with any suggestions, feedback, or enhancement requests regarding the Provider's services or proprietary materials ("Feedback"), Provider shall have the right to use such Feedback for any purpose without any obligation to Client.

Indemnification:

1. By Provider. Provider shall indemnify, defend, and hold Client and its officers, directors, employees, and agents harmless from and against any and all third-party claims, demands,

damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) ("Losses") to the extent arising out of or relating to: (a) any claim that any Deliverable or Services infringe or misappropriate any third-party Intellectual Property Rights; or (b) Provider's gross negligence or willful misconduct in performing Services under this Agreement.

2. By Client. Client shall indemnify, defend, and hold Provider and its officers, directors, employees, and agents harmless from and against any and all Losses to the extent arising out of or relating to: (a) Client's use of the Deliverables in a manner not permitted by this Agreement or any SOW; (b) Client's breach of any representation, warranty, or obligation under this Agreement; or (c) any claim that Client-provided materials, specifications, or content infringe any third-party rights.

3. Procedure. A Party seeking indemnification (the "Indemnified Party") shall promptly notify the other Party (the "Indemnifying Party") in writing of any claim for which indemnification is sought. The Indemnified Party shall allow the Indemnifying Party to control the defense and settlement of the claim, provided that: (a) the Indemnifying Party does not enter into any settlement that unconditionally releases the Indemnified Party from all liability without the Indemnified Party's prior written consent (which shall not be unreasonably withheld); and (b) the Indemnifying Party shall keep the Indemnified Party reasonably informed of all developments in the defense and settlement process. The Indemnified Party may participate in the defense at its own expense.

Liability:

1. Exclusion of Consequential Damages. EXCEPT FOR DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY LOST PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, OR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. Cap on Liability. EXCEPT FOR (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION Indemnification, (B) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (C) A BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION Confidentiality, OR (D) ANY CLAIMS ARISING UNDER SECTION Intellectual Property AS IT PERTAINS TO THIRD-PARTY INFRINGEMENT, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CLIENT TO PROVIDER UNDER THE APPLICABLE SOW IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Force Majeure:

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (except for payment obligations) to the extent such failure or delay is caused by a Force Majeure Event, provided that the affected Party (a) gives prompt written notice to the other Party of the occurrence and expected duration of such Force Majeure Event, and (b) uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event on its performance. If a Force Majeure Event continues for more than sixty (60) consecutive days, either Party may terminate this Agreement upon written notice to the other Party.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The Parties expressly waive any right to a jury trial in any action or proceeding arising out of or related to this Agreement.

Dispute Resolution:

1. Informal Negotiation. In the event of any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute"), the Parties shall first attempt in good faith to negotiate and resolve the Dispute through their senior executives within thirty (30) days after a Party gives written notice of the Dispute.

2. Mediation. If the Dispute is not resolved by informal negotiation, either Party may request that the Parties attempt to resolve the Dispute through non-binding mediation under the rules of the American Arbitration Association ("AAA"). The mediation shall take place in New York, New York, unless the Parties agree otherwise.

3. Binding Arbitration. If the Dispute is not resolved by mediation within sixty (60) days after the commencement of mediation, either Party may initiate binding arbitration under the AAA's Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator with at least ten (10) years of experience in commercial contract disputes. The arbitration shall take place in New York, New York. The arbitrator's award shall be final and binding, and judgment on the award may be entered in any court having jurisdiction. Each Party shall bear its own attorneys' fees and costs in connection with the arbitration, except that the prevailing Party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration proceeding.

Termination:

1. Termination for Convenience. Either Party may terminate this Agreement or any SOW for any reason upon sixty (60) days' prior written notice to the other Party. In the event of termination for convenience, Client shall pay Provider for all Services performed and Deliverables delivered through the effective date of termination, plus any non-cancellable commitments to third parties made by Provider in connection with the terminated SOW.

2. Termination for Cause. Either Party may terminate this Agreement or any SOW immediately upon written notice if the other Party: (a) materially breaches any provision of this Agreement or the applicable SOW and fails to cure such breach within thirty (30) days after receiving written notice describing the breach in reasonable detail; (b) becomes insolvent or makes an assignment for the benefit of creditors; (c) becomes the subject of a bankruptcy, reorganization, debt arrangement, or other similar proceeding under any bankruptcy or insolvency law; or (d) discontinues its business operations. In the event of termination for cause by Client due to Provider's material breach, Provider shall refund any prepaid but unused Fees under the applicable SOW. In the event of termination for cause by Provider due to Client's material breach, Client shall pay Provider for all Services performed and Deliverables delivered through the effective date of termination.

3. Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) Client shall pay Provider any unpaid Fees and reimbursable expenses for Services performed and Deliverables delivered through the effective date of termination; (b) each Party shall return or destroy all Confidential Information of the other Party, except that Provider may retain a copy of Client's Confidential Information solely for archival or compliance purposes; (c) the licenses granted under Section Intellectual Property shall survive for any Deliverables that have already been delivered to Client and paid for in full; and (d) Sections Confidentiality, Intellectual Property, Indemnification, Liability, Governing Law, Dispute Resolution, and any other provisions that by their nature should survive termination shall survive.

Term:

For clarity, the "Term" of this Agreement is defined in Section Term below.

Signatures:

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement as of the Effective Date.

ALPHATECH SOLUTIONS, INC.

By: _____

Name: Jessica L. Reynolds

Title: Chief Executive Officer

Date: June 1, 2025

BETACORP ENTERPRISES, LLC

By: _____

Name: Michael T. Fernandez

Title: Chief Technology Officer

Date: June 1, 2025