

## MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of **July 1, 2023** (the "Effective Date"), by and between:

**PINNACLE DATA SOLUTIONS, INC.**, a corporation organized under the laws of the State of New York, with its principal place of business at 456 Digital Lane, New York, NY 10036 ("Service Provider"),

and

**GLOBAL HEALTH NETWORK, LLC**, a limited liability company organized under the laws of the State of Florida, with its principal place of business at 678 Wellness Street, Miami, FL 33101 ("Client").

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### 1. SERVICES

**1.1 Scope of Services.** Service Provider shall provide to Client the services ("Services") described in Statements of Work ("SOWs").

**1.2 Change Orders.** Any modifications to the SOW must be documented through a written Change Order signed by both parties.

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### 2. TERM AND TERMINATION

**2.1 Term.** The Agreement shall have an initial term of three (3) years, with automatic one-year renewals unless terminated with ninety (90) days' written notice.

**2.2 Termination for Convenience.** Either party may terminate this Agreement upon ninety (90) days' prior written notice.

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### 3. FEES AND PAYMENT

**3.1 Fees.** Client shall pay Service Provider fees as detailed in the applicable SOW.

**3.2 Payment Terms.** Client shall pay all undisputed invoices within **45 days** of receipt.

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## 4. INTELLECTUAL PROPERTY

4.1 **Deliverables.** Ownership of Deliverables shall be shared between Client and Service Provider, with a joint license for further modifications and use.

4.2 **License to Service Provider Materials.** Service Provider grants Client a non-exclusive, perpetual license to use any pre-existing materials incorporated in the Deliverables.