

MASTER SERVICE AGREEMENT

****Effective Date**:** January 20, 2026

This Master Service Agreement ("MSA") is entered into by and between:

****Service Provider**:** GlobalTech Services, Inc. ("Provider")

****Client**:** Small Business Enterprises LLC ("Client")

1. SERVICES

Provider agrees to provide technology consulting, software development, and related services ("Services") as described in individual Statements of Work ("SOW") executed under this MSA.

2. TERM

This MSA shall remain in effect for an initial term of three (3) years, automatically renewing for successive one-year periods unless terminated.

3. COMPENSATION

Client shall pay Provider in accordance with the rates specified in each SOW. All invoices are due within thirty (30) days of receipt.

4. INDEMNIFICATION

****4.1 Client Indemnification**:** CLIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS Provider and its officers, directors, employees, agents, affiliates, successors, and assigns from and against ANY AND ALL claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorneys' fees and costs) arising out of or relating to:

- (a) Any breach of this Agreement by Client;
- (b) Any use of the Services by Client or Client's end users;
- (c) Any claim that Client's data, content, or materials infringe upon any third party's intellectual property rights;
- (d) Any claim by any third party arising from or related to Client's business operations;
- (e) Any claim arising from Client's failure to comply with applicable laws or regulations;
- (f) Any claim arising from any act or omission of Client, its

employees, contractors, or agents;

(g) Any claim by Client's customers, users, or other third parties;

(h) Any product liability claim related to Client's products or services;

(i) Any employment-related claim involving Client's personnel;

(j) ANY OTHER CLAIM WHATSOEVER arising from or related to this Agreement or the Services, REGARDLESS OF THE CAUSE OR THE NEGLIGENCE OF ANY PARTY.

****4.2 No Cap on Indemnification****: Client's indemnification obligations under this Section 4 shall be UNLIMITED and shall not be subject to any limitation of liability provision in this Agreement or any SOW.

****4.3 Provider Indemnification****: Provider shall indemnify Client solely against claims that the Services directly infringe a valid U.S. patent, provided that such indemnification shall not exceed the fees paid by Client in the twelve (12) months preceding the claim.

5. LIMITATION OF LIABILITY

****5.1 Provider Limitation****: PROVIDER'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CLIENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

****5.2 No Limitation for Client****: Client acknowledges and agrees that NO LIMITATION OF LIABILITY SHALL APPLY to Client's indemnification obligations or any breach by Client of Sections 4 or 7 of this Agreement.

****5.3 Exclusion of Damages****: IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. This exclusion shall not apply to Client.

6. INTELLECTUAL PROPERTY

All intellectual property developed by Provider in the course of providing Services shall remain the exclusive property of Provider. Client is granted a limited, non-exclusive license to use such IP solely in connection with Client's internal business operations.

7. CONFIDENTIALITY

Client shall maintain the confidentiality of all Provider proprietary information, methodologies, and trade secrets disclosed during the engagement.

8. INSURANCE

Client shall maintain comprehensive general liability insurance with coverage of not less than \$5,000,000 per occurrence and shall name Provider as an additional insured.

9. TERMINATION

****9.1 By Provider**:** Provider may terminate this Agreement at any time with thirty (30) days written notice for any reason or no reason.

****9.2 By Client**:** Client may terminate this Agreement only for material breach by Provider, and only after providing Provider with sixty (60) days written notice and opportunity to cure.

10. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Delaware.

11. DISPUTE RESOLUTION

Any dispute shall be resolved by binding arbitration in Wilmington, Delaware, under the rules of the American Arbitration Association. Client waives any right to a jury trial.

12. ENTIRE AGREEMENT

This MSA, together with all SOWs, constitutes the entire agreement between the parties.

****PROVIDER**:** GlobalTech Services, Inc.

By: _____
Name: _____
Title: _____
Date: _____

****CLIENT**:** Small Business Enterprises LLC

By: _____
Name: _____
Title: _____
Date: _____