MASTER SERVICE AGREEMENT

This Master Service Agreement (the "Agreement") dated on this 23rd day of January, 2025 (the "Effective Date") is made between Apex Innovations Inc. (the "Client") with an address of 789 Pioneer Blvd, Suite 300, Capital City, TX 75201, and Quantum Solutions LLC (the "Service Provider"), with an address of 321 Future Lane, Suite 400, Silicon Valley, CA 94025, for the particular purpose of setting forth the exclusive terms and conditions by which the Client desires to acquire the described services from the Service Provider.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

1. Scope of Services

1.1 Services Provided: Client retains the above Service Provider, and the Service Provider agrees to perform for the Client the services set forth in Exhibit A to this Agreement (the "Services"). The Services include, but are not limited to:

1.1.1 Development and Implementation of Customized Software Solutions: The Service Provider will design, develop, and deploy software solutions tailored to the specific needs of the Client. This includes conducting needs assessments, creating project roadmaps, and implementing scalable and efficient software architectures.

1.1.2 Ongoing System Maintenance and Troubleshooting: The Service Provider will provide regular maintenance to ensure the smooth operation of the Client's systems. This includes:

- Monitoring system performance and resolving issues proactively.
- Applying software updates and patches as required.
- Troubleshooting system errors and providing technical solutions within specified response times.

1.1.3 Technical Support and User Training: The Service Provider will offer comprehensive technical support and training services, which include:

- Establishing a helpdesk system for resolving user queries and technical issues.
- Providing in-person and virtual training sessions to ensure end-users are proficient with the systems and software solutions implemented.
- Developing training materials such as user guides, FAQs, and video tutorials.

1.1.4 Integration of Third-Party Tools: The Service Provider will assist in the integration of third-party tools and platforms into the Client's systems, ensuring compatibility and optimal performance. This includes:

- Evaluating third-party solutions to determine suitability.

- Configuring integrations and conducting thorough testing.
- Providing documentation and user training for integrated tools.

1.1.5 Project Reporting and Documentation: Throughout the engagement, the Service Provider will maintain detailed project records and provide regular progress updates, including:

- Weekly status reports outlining completed tasks and upcoming milestones.
- Comprehensive documentation of all solutions implemented, including source code repositories, system architecture diagrams, and process workflows.

1.2 Out-of-Scope Services: Any Service outside of the scope as defined in Exhibit A to this Agreement will require a new Agreement or a written amendment signed by both parties.

1.3 Performance Standards: The Service Provider agrees to use professional standards and practices in line with industry norms when performing the Services. The Service Provider shall meet or exceed the following benchmarks:

- Response time for critical issues: 4 hours or less.
- Resolution time for non-critical issues: 2 business days.
- User satisfaction ratings for support services: 90% or higher.

2. Compensation

2.1 Payment Terms: In exchange for the full, prompt, and satisfactory performance of all Services to be rendered to the Client (as determined by the Client), the Service Provider shall be compensated as follows: $7,500 per month, payable via electronic transfer to the Service Provider's account.

2.2 Invoicing: The Service Provider will invoice the Client on the 5th day of each month. The invoice will include:

- A detailed description of services performed.
- A breakdown of pre-approved expenses.
- Applicable taxes.

2.3 Payment Deadline: Payment will be due within 20 days of the invoice date. Late payments will incur a late charge of $100 per month.

2.4 Method of Payment: Payments must be made via wire transfer, ACH payment, or any other approved method of payment accepted by the Service Provider.

3. Completion and Deliverables

3.1 Timeline: The Service Provider shall complete the services by 5:00 p.m. on or before April 30, 2025. The timeline will include the following milestones:

- Phase 1 (January 2025): Initial project setup, needs assessment, and resource allocation.
- Phase 2 (February 2025): Development of core functionalities and initial system integration testing.
- Phase 3 (March 2025): Completion of software development, including user interface design and backend optimization.
- Phase 4 (April 2025): Final testing, debugging, deployment, and delivery of training materials.

Time shall be of the essence in the Service Provider's performance of this Agreement. Any delays caused by the Client (e.g., failure to provide necessary access or resources) may extend the deadline, provided the Service Provider notifies the Client in writing.

3.2 Revisions: The Client may request revisions or modifications to deliverables within 14 days after receipt. The revision process will include:

- A formal request submitted via email or the designated project management platform.
- A response from the Service Provider within 2 business days, including a timeline for completing revisions.
- Implementation of requested changes within 7 business days for minor revisions or as mutually agreed for significant revisions.

Any additional deliverables or revisions beyond the original scope must be agreed upon in writing and may incur additional fees. The Service Provider will provide a detailed quote for approval before proceeding with any out-of-scope revisions.

4. Expenses

4.1 Reimbursable Expenses: The Service Provider may incur the following expenses, which will be reimbursed by the Client:

- Travel costs related to onsite services.
- Procurement of specialized software or tools required for the project.

4.2 Expense Approval: For any single expense over $1,000, the Service Provider agrees to obtain prior written approval from the Client.

4.3 Expense Reporting: The Service Provider will submit an itemized expense report, including receipts, within 30 days of incurring such expenses.

5. Invoice Disputes

5.1 Notification: The Client shall notify the Service Provider in writing of any dispute with an invoice within 7 Business Days of receipt, providing a detailed description of the dispute.

5.2 Resolution: The Parties shall seek to resolve invoice disputes expeditiously and in good faith. All undisputed amounts must be paid within the original payment deadline.

6. Term and Termination

6.1 Term: This Agreement shall remain in effect from the Effective Date until the completion of Services or 8 months, whichever comes first, unless terminated earlier as specified herein. The Agreement will automatically terminate upon satisfactory completion and acceptance of all deliverables by the Client.

6.2 Termination by Either Party: Either Party may terminate this Agreement for cause by providing 15 days' written notice to the breaching Party.

- Cause for termination includes, but is not limited to, material breaches such as failure to meet agreed-upon performance standards, failure to adhere to deadlines, or failure to fulfill key obligations as outlined in this Agreement.
- The breaching Party shall have an opportunity to cure the breach within the 15-day notice period. Failure to cure the breach will result in termination.

6.3 Termination for Non-Payment: The Service Provider reserves the right to terminate this Agreement if the Client fails to make timely payments. The process for termination due to non-payment includes:

- Issuing a formal written notice to the Client detailing the overdue amount and providing a 10-day cure period.
- If payment is not received within the cure period, the Service Provider may cease all Services and terminate the Agreement immediately.
- Outstanding balances must be paid in full within 10 days of termination. Failure to pay may result in legal action or additional late fees, as specified in Section 2.3.

6.4 Effect of Termination:

- Upon termination, the Service Provider shall cease work immediately, return all confidential information, and provide an itemized final invoice for any outstanding payments or reimbursable expenses.
- The Client agrees to return any property, materials, or equipment provided by the Service Provider within 5 business days of termination.
- Any obligations that, by their nature, are intended to survive termination (e.g., confidentiality, indemnification, and intellectual property provisions) shall remain in effect.

7. Supplies and Equipment

7.1 Service Provider Responsibilities: The Service Provider shall furnish all necessary supplies and equipment to complete the Services unless otherwise specified in Exhibit B.

7.2 Client Responsibilities: The Client shall provide access to required resources, such as systems, documentation, or facilities, to enable the Service Provider to perform the Services.

8. Independent Contractor

The Service Provider is an independent contractor and not an employee of the Client. Neither Party shall have the authority to bind the other Party to any obligation without prior written consent.

9. Insurance Requirements

The Service Provider agrees to maintain:

- Workers' compensation insurance.
- General liability insurance.
- Professional liability insurance.

Proof of insurance coverage will be provided upon the Client's request.

10. Confidentiality

10.1 Definition: Confidential information includes all non-public information disclosed by the Client to the Service Provider, whether oral, written, or electronic.

10.2 Obligations: The Service Provider agrees not to disclose or use the Client's confidential information except as necessary to perform the Services. This obligation remains in effect indefinitely, even after termination of this Agreement.

10.3 Return of Information: Upon termination, the Service Provider shall return or destroy all confidential information and certify its destruction in writing.

11. Governing Law and Dispute Resolution

11.1 Governing Law: This Agreement shall be governed by the laws of the State of Texas.

11.2 Dispute Resolution: In the event of a dispute, the Parties agree to first attempt resolution through negotiation. If unsuccessful, mediation or arbitration may be pursued in Texas.

12. Force Majeure

Neither Party shall be liable for delays caused by events beyond their reasonable control, including natural disasters, pandemics, or government actions.

13. Entire Agreement

This Agreement, including all exhibits, constitutes the entire agreement between the Parties and supersedes all prior agreements. Amendments must be made in writing and signed by both Parties.

Signatures

IN WITNESS WHEREOF, the undersigned have executed this Master Service Agreement effective as of the 23rd day of January, 2025.

Dated: January 23, 2025

Quantum Solutions LLC
Service Provider's Signature:

Apex Innovations Inc.
Client's Signature:

Service Provider's Contact Information:
Address: 321 Future Lane, Suite 400, Silicon Valley, CA 94025
Phone Number: (555) 654-7890
Email Address: support@quantumsolutions.com

Client's Contact Information:
Address: 789 Pioneer Blvd, Suite 300, Capital City, TX 75201
Phone Number: (555) 890-1234
Email Address: info@apexinnovations.com

Exhibit A: Services

1. Software development and implementation.
2. System maintenance and troubleshooting.
3. Technical support and user training.
4. Integration of third-party tools as needed.

Exhibit B: Materials and Equipment

Service Provider to Provide:

- Development tools and software licenses.
- Laptops and hardware required for testing.

Client to Provide:

- Access to internal systems and databases.
- Relevant documentation and project requirements.

Additional Locations:

- Client Headquarters: 789 Pioneer Blvd, Suite 300, Capital City, TX 75201.

Any changes to materials, equipment, or locations must be agreed upon in writing by both Parties.