MASTER SERVICE AGREEMENT

This Master Service Agreement (the "Agreement") dated on this 23rd day of January, 2025 (the "Effective Date") is made between Stellar Dynamics Inc. (the "Client") with an address of 123 Enterprise Way, Suite 500, Tech City, NY 10001, and Innovatech Solutions LLC (the "Service Provider"), with an address of 456 Visionary Road, Suite 600, Silicon Hills, CA 94088, 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:

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 Deployment of Custom Technology Solutions**:

The Service Provider will create, implement, and optimize technology solutions tailored to the Client's specific requirements. This includes conducting needs analysis, creating project blueprints, and delivering scalable and efficient technological frameworks.

1.1.2 **System Monitoring and Technical Support**:

The Service Provider will provide ongoing support to ensure operational continuity, including:

- Monitoring system health and addressing potential risks proactively.
- Performing necessary updates and patches.
- Delivering troubleshooting and issue resolution services.

1.1.3 **Training and Documentation**:

The Service Provider will provide:

- User training sessions (virtual and in-person).
- Comprehensive training materials, including guides and FAQs.
- Project and system documentation to facilitate future operations.

1.1.4 **Integration of Advanced Systems**:

The Service Provider will facilitate integration of advanced systems into existing infrastructure, including:

- Compatibility assessments.
- Conducting thorough testing to ensure seamless operation.
- Providing detailed operational manuals for integrated systems.

1.1.5 **Regular Performance Reviews**:

The Service Provider will conduct quarterly performance reviews to ensure that all services meet agreed benchmarks and address evolving client needs.

1.2 Out-of-Scope Services:

Services outside of the defined scope in Exhibit A will require a new Agreement or a written amendment signed by both parties.

1.3 Performance Standards:

The Service Provider agrees to meet or exceed the following benchmarks:

- Critical issue response time: 6 hours or less.
- Non-critical issue resolution: 3 business days.
- User satisfaction: 85% or higher, measured through feedback surveys.

Compensation

2.1 Payment Terms:

For satisfactory performance of all Services, the Client shall compensate the Service Provider as follows: $6,000 per month, payable via electronic transfer to the Service Provider's account.

2.2 Invoicing:

The Service Provider will invoice the Client on the 10th day of each month. The invoice will include:

- A detailed list of services rendered.
- A breakdown of pre-approved expenses.
- Applicable taxes.

2.3 Payment Deadline:

Payment will be due within 15 days of the invoice date. Late payments will incur a late fee of $75 per month.

2.4 Adjustments to Payment:

Any adjustments or additional charges will be agreed upon in writing and reflected in the next invoice cycle. The Service Provider must provide justification and supporting documentation for any adjustments.

Completion and Deliverables

3.1 Timeline:

The Service Provider agrees to complete services according to the following milestones:

- **Phase 1**: Needs analysis and initial system setup by February 15, 2025.
- **Phase 2**: Core system development and testing by March 31, 2025.
- **Phase 3**: Deployment and training by April 30, 2025.

3.2 Deliverables:

The Service Provider will provide the following deliverables:

- A comprehensive project report detailing the completed phases.
- Fully functional and integrated technology systems tailored to the Client's requirements.
- Training materials, including user manuals, video tutorials, and FAQs.
- A final project summary outlining achievements and recommendations for future optimizations.

3.3 Revisions:

The Client may request revisions or modifications to deliverables within 10 days of receipt. The Service Provider will implement minor revisions within 5 business days or mutually agreed timelines for major revisions.

3.4 Delays:

Any delays caused by the Client (e.g., failure to provide access or resources) may result in timeline extensions, provided the Service Provider notifies the Client in writing.

Expenses

4.1 Reimbursable Expenses:

Reimbursable expenses include:

- Travel costs for onsite services.
- Purchase of specialized tools or software.
- Printing and documentation costs related to the project.

4.2 Expense Approval:

Any expense exceeding $800 will require prior written approval from the Client.

4.3 Expense Reporting:

The Service Provider will submit detailed expense reports within 30 days of incurring expenses, including receipts and justifications.

Invoice Disputes

5.1 Notification:

Any disputes regarding an invoice must be communicated in writing by the Client within 5 business days of receipt.

5.2 Resolution:

Both parties will resolve disputes in good faith. All undisputed amounts must be paid within the original deadline.

Term and Termination

6.1 Term:

This Agreement shall remain in effect from the Effective Date until the completion of Services or 6 months, whichever comes first, unless terminated earlier as provided herein.

6.2 Termination by Either Party:

Either Party may terminate this Agreement by providing 15 days' written notice in the event of a material breach, provided the breaching Party fails to remedy the breach within the notice period.

6.3 Termination for Convenience:

Either Party may terminate this Agreement without cause by providing 30 days' written notice. In such cases, the Service Provider will be compensated for all completed work and reimbursable expenses incurred up to the termination date.

6.4 Termination for Non-Payment:

The Service Provider may terminate the Agreement for non-payment following a 10-day notice period.

6.5 Effect of Termination:

- The Service Provider will cease work immediately.
- All confidential information will be returned.
- Any outstanding balances must be settled within 10 business days.

Supplies and Equipment

7.1 Service Provider Responsibilities:

The Service Provider shall furnish all necessary tools, equipment, and resources to complete the Services.

7.2 Client Responsibilities:

The Client shall provide:

- Access to necessary systems, databases, and documentation.
- Workspace and facilities for onsite work, if required.

Exhibit A: Services

1. Services Overview:

The Service Provider agrees to deliver the following services:

- Conduct a detailed needs assessment to identify client-specific requirements.
- Design, develop, and deploy custom technology systems tailored to the Client's operations.
- Provide ongoing system monitoring and proactive maintenance to ensure operational continuity.
- Deliver technical support, user training sessions, and comprehensive documentation.
- Facilitate the integration of advanced third-party systems or tools as needed.

2. Additional Specifications:

- **Service Hours:** Monday through Friday, 9:00 AM to 6:00 PM (Client's local time), excluding holidays.

- **Emergency Support:** 24/7 support for critical system failures, with a maximum response time of 6 hours.

Exhibit B: Payment and Fee Schedule

1. Payment Breakdown:

- Standard services outlined in the scope: **$6,000 per month.**
- Reimbursable expenses as detailed in Section 4: Pre-approved by the Client.

2. Additional Charges (if applicable):

- Emergency support outside standard service hours: **$250/hour.**
- Major system modifications beyond the defined scope: Quoted and approved prior to initiation.

3. Late Payment Penalties:

- A late fee of **$75/month** for payments overdue by more than 15 days.

Exhibit C: Intellectual Property Ownership

1. Ownership Details:

- The Client retains ownership of all materials, systems, and documentation developed under this Agreement.
- Upon project completion, the Service Provider will deliver all source codes, system designs, and related documentation to the Client.

2. Licensing Clause:

- The Service Provider may use completed systems for demonstration or portfolio purposes only with prior written approval from the Client.

Exhibit D: Insurance Requirements

Proof of Coverage:

The Service Provider agrees to provide valid certificates of insurance for the following policies:

- Workers' compensation insurance (as required by applicable law).
- General liability insurance (minimum coverage: **$1,000,000**).
- Professional liability insurance (minimum coverage: **$500,000**).

Exhibit E: Client Responsibilities

To ensure the timely and successful completion of the project, the Client agrees to:

1. Provide access to all necessary facilities, systems, and databases.
2. Respond promptly to information or clarification requests made by the Service Provider.
3. Allocate adequate internal resources for project coordination and user training.

Exhibit F: Dispute Resolution Process

1. Escalation Steps:

- **Step 1:** Internal discussions between project managers of both parties.
- **Step 2:** Mediation facilitated by a third-party mediator within 30 days of dispute notification.
- **Step 3:** Binding arbitration conducted in New York under the rules of the American Arbitration Association.

2. Arbitration Details:

- Arbitration will be conducted by a single arbitrator mutually agreed upon by both parties.
- The costs of arbitration shall be shared equally unless the arbitrator determines otherwise.