

Software as a Service (SaaS) Agreement

THIS SOFTWARE AS A SERVICE AGREEMENT (the "Agreement") is made and entered into as of this 8th day of July, 2025 (the "Effective Date").

BETWEEN:

Innovatech Solutions Inc., a corporation organized and existing under the laws of the State of Delaware, with its principal office located at 123 Tech Avenue, Suite 400, Wilmington, DE 19801, USA (hereinafter referred to as the "Provider").

AND:

Global Synergy Corp., a corporation organized and existing under the laws of the State of New York, with its principal office located at 456 Business Plaza, 30th Floor, New York, NY 10001, USA (hereinafter referred to as the "Client").

(Provider and Client are hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the Provider has developed and owns a certain proprietary software application known as "ConnectSphere," a platform for enterprise project management and collaboration, which it provides to customers on a subscription basis;

WHEREAS, the Client desires to obtain a subscription to use the Provider's software service in its business operations, and the Provider is willing to grant such a subscription subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

1.1 **"Service"** means the ConnectSphere software-as-a-service platform that is made available to the Client by the Provider via the internet. 1.2 **"Authorized User"** means an employee or contractor of the Client who is authorized by the Client to access and use the Service. 1.3 **"Client Data"** means all electronic data or information submitted by the Client and its Authorized Users to the Service. 1.4 **"Subscription Term"** shall mean the period during which the Client is authorized to use the Service, as specified in the Order Form. 1.5 **"Order Form"** means the ordering document specifying the Service, Subscription Term, number of Authorized Users, and applicable fees.

2. Grant of License and Use of Service

2.1 Subscription. Subject to the terms and conditions of this Agreement, Provider hereby grants to Client a non-exclusive, non-transferable, non-sublicensable right to access and use the Service during the Subscription Term, solely for the Client's internal business purposes.

2.2 Authorized Users. The Client may permit the number of Authorized Users specified in the Order Form to use the Service. The Client is responsible for all acts and omissions of its Authorized Users.

3. Fees and Payment

3.1 Subscription Fees. The Client shall pay the Provider the subscription fees set forth in the applicable Order Form (the "Subscription Fees"). All fees are quoted in United States Dollars (\$USD).

3.2 Payment Terms. The Client agrees to pay all Subscription Fees annually in advance. Invoices are due and payable within thirty (30) days of the invoice date. Late payments will be subject to an interest charge of 1.5% per month or the maximum rate permitted by law, whichever is lower.

3.3 Taxes. All fees are exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including value-added, sales, use, or withholding taxes (collectively, "Taxes"). The Client is responsible for paying all Taxes associated with its purchases hereunder.

4. Confidentiality

4.1 Confidential Information. Each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose business, technical, or financial information relating to the Disclosing Party's business. Such information shall be deemed "Confidential Information" of the Disclosing Party.

4.2 Non-Use and Non-Disclosure. The Receiving Party agrees not to use any Confidential Information for any purpose except to exercise its rights and perform its obligations under this Agreement and agrees not to disclose any Confidential Information to third parties.

5. Term and Termination

5.1 Term. This Agreement commences on the Effective Date and continues until the Subscription Term specified in all Order Forms has expired or has been terminated.

5.2 Termination for Cause. A Party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency.

6. Limitation of Liability

6.1 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL

AMOUNT PAID BY CLIENT HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY.

6.2 Exclusion of Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DATA, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

PROVIDER: Innovatech Solutions Inc.

By: _____ Name: Dr. Evelyn Reed Title: Chief Executive Officer

CLIENT: Global Synergy Corp.

By: _____ Name: Marcus Thorne Title: Chief Technology Officer