

Master Services Agreement

This Master Services Agreement ("**Agreement**") is made and entered into as of this 9th day of August, 2025, by and between **Innovate Solutions Inc.**, a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 123 Tech Drive, Silicon Valley, CA 95000 ("**Service Provider**"), and **Global Enterprise Ventures LLC**, a limited liability company organized and existing under the laws of the State of New York, with its principal place of business at 456 Business Avenue, New York, NY 10001 ("**Client**").

1. Scope of Services

The Service Provider agrees to provide the services ("**Services**") to the Client as described in one or more separate Statements of Work ("**SOWs**") which will be executed by both parties. Each SOW shall reference this Agreement and will be governed by its terms. In the event of any conflict between the terms of an SOW and this Agreement, the terms of this Agreement shall prevail unless the SOW explicitly states that it is overriding a specific provision of this Agreement. The Services may include, but are not limited to, software development, IT consulting, data analytics, and project management.

2. Term and Termination

This Agreement shall commence on the Effective Date and shall continue in effect for an initial term of one (1) year ("**Initial Term**"). The Agreement will automatically renew for successive one-year terms ("**Renewal Terms**") unless either party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. Either party may terminate this Agreement for cause upon thirty (30) days' written notice if the other party materially breaches any provision of this Agreement and fails to cure such breach within the thirty (30) day notice period. The Client may terminate any SOW for convenience upon sixty (60) days' written notice, subject to payment of all fees for Services rendered up to the termination date.

3. Fees and Payment

The Client shall pay the Service Provider the fees as specified in each SOW. All fees are exclusive of any taxes, duties, and levies. Payment terms are net thirty (30) days from the date of invoice. Late payments will accrue interest at the rate of one and a half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. In the event of a dispute regarding any invoice, the Client shall notify the Service Provider within fifteen (15) days of receipt of the invoice.

4. Confidentiality

Both parties agree to treat all information disclosed by the other party that is designated as confidential or that, by its nature, should be considered confidential ("**Confidential Information**") with the utmost care. This includes, but is not limited

to, business plans, technical data, financial information, and customer lists. Confidential Information shall not be disclosed to any third party without the prior written consent of the disclosing party. This obligation of confidentiality shall survive the termination of this Agreement for a period of five (5) years. This provision does not apply to information that is publicly known, was rightfully in the receiving party's possession prior to disclosure, or is required to be disclosed by law.

5. Intellectual Property

All intellectual property rights, including copyrights, patents, and trademarks, in the materials, software, and deliverables developed by the Service Provider specifically for the Client under an SOW ("**Deliverables**"), shall be the sole and exclusive property of the Client upon full payment of all fees associated with that SOW. The Service Provider grants the Client a non-exclusive, perpetual, worldwide, royalty-free license to use any pre-existing Service Provider materials or tools incorporated into the Deliverables. The Service Provider shall not use the Client's intellectual property without explicit permission.

6. Warranties and Disclaimers

The Service Provider warrants that the Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards. The Service Provider further warrants that the Deliverables will substantially conform to the specifications set forth in the applicable SOW. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. Limitation of Liability

In no event shall either party be liable to the other for any indirect, special, incidental, punitive, or consequential damages, including but not limited to loss of profits, data, or business opportunities, arising out of or in connection with this Agreement. The total liability of the Service Provider to the Client for any and all claims arising out of this Agreement shall not exceed the total fees paid by the Client to the Service Provider under the SOW giving rise to the claim during the twelve (12) month period immediately preceding the event giving rise to the claim.

8. Indemnification

The Service Provider shall indemnify, defend, and hold harmless the Client from and against any and all claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of any third-party claim that the Services or Deliverables, as provided by the Service Provider, infringe upon any valid patent, copyright, or trademark of such third party. The Client shall indemnify, defend, and hold harmless the Service Provider from and against any and all claims, liabilities, damages, and

expenses arising out of any third-party claim resulting from the Client's use of the Services or Deliverables in a manner not authorized by this Agreement.

9. Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, fire, flood, or strikes.

10. Governing Law and Dispute Resolution

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. Any dispute, controversy, or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in Wilmington, Delaware, and the decision of the arbitrator shall be final and binding.

11. General Provisions

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements and understandings, whether oral or written. No modification or amendment to this Agreement shall be effective unless in writing and signed by both parties. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The headings in this Agreement are for convenience only and shall not affect its interpretation.

12. Relationship of the Parties

The relationship between the Service Provider and the Client is that of an independent contractor. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or employment relationship between the parties. The Service Provider shall be solely responsible for the payment of all taxes, social security contributions, and other benefits for its employees.

13. Notices

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand, sent by certified mail with return receipt, or by email to the respective addresses of the parties as set forth at the beginning of this Agreement.

14. Assignment

Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party. Any attempted assignment or

delegation in violation of this provision shall be void. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

15. Survival

Sections 4 (Confidentiality), 5 (Intellectual Property), 7 (Limitation of Liability), 8 (Indemnification), and 10 (Governing Law and Dispute Resolution) shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Innovate Solutions Inc.

By: _____

Name: [Print Name]

Title: [Title]

Global Enterprise Ventures LLC