SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into this 1st day of January 2025, by and between:

AlphaTech Solutions Inc., a Delaware corporation with a principal place of business at 1234 Market Street, San Francisco, CA 94103 ("Service Provider"),

and

Beta Logistics LLC, a California limited liability company with offices at 5678 Harbor Blvd, Long Beach, CA 90802 ("Client").

1. SERVICES PROVIDED

Service Provider agrees to provide cloud-based inventory management software services, technical support, system updates, and training to Client, in accordance with the specifications set forth in Exhibit A attached hereto.

2. TERM AND TERMINATION

This Agreement shall commence on January 1, 2025, and shall continue for a period of twenty-four (24) months, unless earlier terminated in accordance with Section 7 herein. Either party may terminate this Agreement upon thirty (30) days’ written notice in the event of a material breach that is not cured within fifteen (15) days of notice.

3. COMPENSATION

Client shall pay Service Provider a monthly fee of $5,000 USD, due within fifteen (15) days of receipt of each invoice. Late payments shall incur a 1.5% monthly interest.

4. CONFIDENTIALITY

Each party shall keep confidential all business, technical, or financial information disclosed by the other party, whether oral, written, or electronic. This obligation shall survive for five (5) years beyond termination.

5. INTELLECTUAL PROPERTY

All pre-existing intellectual property shall remain the sole property of the respective party. Any new developments, configurations, or deliverables created during the performance of services under this Agreement shall be the sole property of the Client, unless otherwise agreed in writing.

6. WARRANTIES AND DISCLAIMERS

Service Provider warrants that the services shall be performed in a professional and workmanlike manner. Except as expressly stated herein, all services are provided "AS IS", and Service Provider disclaims all warranties, express or implied, including merchantability or fitness for a particular purpose.

7. LIMITATION OF LIABILITY

Neither party shall be liable for indirect, incidental, special, or consequential damages, including lost profits, even if advised of the possibility. Service Provider’s total liability shall not exceed the total amount paid by Client in the six (6) months preceding the claim.

8. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party from claims, losses, damages, or liabilities resulting from its own breach of this Agreement, gross negligence, or willful misconduct.

9. FORCE MAJEURE

Neither party shall be held liable for failure to perform due to acts of God, war, terrorism, labor strikes, natural disasters, or other causes beyond reasonable control.

10. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of California, without regard to its conflicts of law rules. Any legal action shall be filed in the state or federal courts located in Los Angeles County, California.

11. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. This Agreement may not be amended except in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement as of the day and year first above written.

ALPHATECH SOLUTIONS INC.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: John Edwards

Title: CEO

BETA LOGISTICS LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Maria Gonzalez

Title: Managing Partner