

MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is entered into as of Jan 1, 2026 ("Effective Date") by and between Core Technology Services, Inc. ("CoreIT"), having its principal office at 440 Cobia Drive, Unit 1101, Katy, TX 77494 USA and the Customer ("Customer").

1. Scope of Agreement & Term

- 1.1 This Agreement serves as a Master Services Agreement and applies to purchases of services ("Services"), as well as licenses for software, hardware, support and maintenance services, and/or subscription services (collectively, "Product") from CoreIT by Customer.
- 1.2 No Products or Services will be provided under this Master Services Agreement alone but will instead be delivered via and governed by **Statements of Work** that contain terms relating to this Agreement, and when executed by both parties will be considered incorporated in this Master Services Agreement.
- 1.3 Multiple Statements of Work may be incorporated under this Master Services Agreement.
- 1.4 Should there be any conflict between the terms of any Statement of Work and those of this Master Services Agreement, the terms of the Statement of Work will prevail.
- 1.5 The initial term of this Agreement shall commence as of the Effective Date and shall end thirty-six (36) months subsequent to the Effective Date (the "Initial Term") unless earlier terminated as provided herein. Subsequent to the Initial Term, this Agreement shall automatically renew for additional consecutive one-year periods (each a "Renewal Term(s)") unless one party notifies the other party at least sixty (60) days prior to the expiration of the then-current term of its intention not to renew this Agreement (the Initial Term and any Renewal Term are referred to herein as the "Term").

2. Use of Service.

- 2.1 This Agreement constitutes the entire and only agreement between CoreIT and Customer, with respect to the Services and supersedes all other communications and agreements with regard to the subject matter hereof. With the written agreement of Customer, CoreIT may modify this Agreement, and may discontinue or revise any or all other aspects of the Services; provided that upon written notice to Customer, CoreIT may modify this Agreement to the extent necessary to comply with applicable State, City or Federal statutes or governmental regulations without Customer's prior consent. Customer hereby agrees that Customer's use of the Services shall be deemed to constitute Customer's acceptance of any modifications to this Agreement required by applicable statute or governmental regulations. Unless otherwise agreed, Customer's right to use the Services or to designate Users is not transferable and is subject to any limits established by CoreIT.
- 2.2 Any provision or condition in any purchase order, voucher, letter or other memorandum of the Customer which is in any way inconsistent with, or adds to, the provisions of this Agreement is null and void. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement.

3. CoreIT Responsibilities.

- 3.1 CoreIT reserves the right to immediately suspend or terminate affected Services and to remove content of Customer's or Users from CoreIT's Services, facilities and/or system, if CoreIT reasonably believes that Customer, User(s), or any of their content is or is likely to become non-compliant with any applicable law or regulation, or is or is likely to become the subject of a lawsuit. CoreIT shall not be responsible for Customer's or Users' use of the Services or content, and CoreIT's action or inaction shall not be deemed review or approval of such use or content.

4. Customer's Responsibilities.

- 4.1 Customer represents and warrants that (a) it has the legal right, power and authority, and will continue to possess such legal right power and authority to perform its obligations under this Agreement, and (b) it is and shall remain in compliance with all applicable laws and regulations governing Customer's use of the Services, including but not limited to, all relevant laws export laws and regulations of the United States and, to the extent applicable, export or import regulations in other countries or territories ("Export Laws"). Use by Users of the Services shall be deemed use by Customer for all purposes. Customer acknowledges that CoreIT exercises no control whatever over the content of any information passing through Customer's systems or facilities and CoreIT shall have no liability therefor.
- 4.2 Customer shall notify CoreIT of any change of address, including Internet e-mail address. Customer shall pay all applicable taxes related to use of the Services by Customer.
- 4.3 Without limiting any other terms herein, Customer shall not use the Services for storage, possession or transmission of any information, the possession, creation or transmission of which violates any state, local or federal law, including without limitation, stolen materials, obscene materials or child pornography. CUSTOMER'S USE OF SERVICES AND/OR BACKUP FILES MAINTAINED BY COREIT ARE SUBJECT TO EXAMINATION BY LAW ENFORCEMENT OFFICIALS OR OTHERS WITHOUT CUSTOMER'S CONSENT UPON PRESENTATION TO COREIT OF A SEARCH WARRANT OR SUBPOENA.
- 4.4 Customer shall not (a) breach or attempt to breach the security of any network, servers, data, computers or other hardware relating to or used in connection with the Services or belonging to or used or leased by CoreIT, any other Customer of CoreIT or any third party that is providing, hosting or interfacing with any part of the Services, or (b) use or distribute through the Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Services or the operations or assets of CoreIT, any other Customer of CoreIT or any third party.
- 4.5 Unless specified otherwise in any Statement of Work to this Agreement, Customer is responsible for and must provide all telephone and other equipment and services necessary to access the Services. Customer should maintain a primary electronic file of all materials stored in the Services. Customer should not utilize the Services as a substitute for primary electronic file maintenance.

5. Compensation.

- 5.1 Customer shall pay CoreIT all fees and charges required under any Statement of Work, including but not limited to, any monthly recurring fees, non-recurring fees, and/or other fees charges or expenses. Monthly recurring fees shall be for the Services provided during

the period beginning on the Commencement Date and continuing throughout the Initial Term and any Renewal Term(s) of the applicable Statement of Work. If required by CoreIT, Customer shall pay in advance any third-party registration or service fees and other charges incurred by CoreIT at such rates and charges which are incurred or payable by CoreIT.

- 5.2 For Time and Material Services ("TM Services") listed in any Statement of Work (or schedule thereto), Customer shall also reimburse CoreIT for out-of-pocket expenses, including travel, hotel and meal expenses reasonably incurred by CoreIT provided such expenses have been approved by Customer in advance. CoreIT shall deliver a Statement of Work performed for Customer monthly setting forth all TM Services performed and out-of-pocket expenses during the prior month. It is agreed and understood that any estimates provided to Customer by CoreIT for any TM Services are good faith estimates only and Customer agrees to pay CoreIT for all TM Services rendered under this Agreement. TM Services hourly rates are charged in thirty (30) minute increments. Professional Services subject to a Statement of Work are charged in one (1) hour increments with a four (4) hour minimum. Travel time is chargeable upon written notice by CoreIT and written acceptance by Customer. Customer shall pay [in advance?] any registration or service fees and other charges incurred by Customer or Users at the rates in effect for the billing period in which those charges are incurred.
- 5.3 Customer shall pay CoreIT all amounts due and payable under this Agreement without deduction, setoff (except for Service Credits) or delay for any reason within thirty (30) days of the invoice date. In addition, Customer shall pay all applicable fees for monthly recurring Service fees monthly in advance and all applicable fees and expenses for TM Services or other non-recurring charges monthly in arrears.
- 5.4 Customer shall pay all applicable federal, state, local or foreign use, excise, sales, gross receipts or privilege taxes, charges or surcharges (however designated), value-added and other similar taxes, levies, duties, or fees imposed on the Services ("Taxes"), excluding taxes based on CoreIT's net income. CoreIT will have the right, at any time during any term of this Agreement, to pass through and invoice to Customer any new or increased Taxes imposed on, or required to be collected by, CoreIT in respect of the Services by any governmental agency or its designee. Customer will pay and be solely responsible for all Taxes levied directly upon it
- 5.5 After all of the Service Credits have been applied, if at any time Customer, in CoreIT's sole discretion, presents an undue risk of non-payment, or if after such time, Customer fails to comply with the payment terms of this Agreement, which failure is not cured within fifteen (15) days of written notice thereof to Customer, CoreIT further reserves the right, at any time, to require Customer to pay a deposit or provide some other form of payment assurance (e.g. letter of credit) reasonably acceptable to CoreIT. When the provision of Service to Customer is terminated, the balance of any cash deposit (not otherwise credited against any amounts owed to CoreIT) will be refunded, together with any interest on such cash deposit at the prevailing rate required by law.
- 5.6 CoreIT shall not provide similar services to any other CoreIT customer on terms and conditions which are better than the terms and conditions agreed herein. Customer shall have the right to audit not more than once every 12 months, CoreIT's records to confirm that CoreIT is complying with the provisions of the preceding sentence.

6. Limited Performance Warranty; Disclaimer of Warranties.

- 6.1 CoreIT will perform Services in a professional manner, consistent with industry standards and in accordance with the terms of any Statement of Work and Guide and Service Level Agreement in effect during the Term. CoreIT will also use best efforts to achieve and maintain Service Levels for a particular Service in accordance the applicable terms of any Statement of Work and Guide and Service Level Agreement attached hereto during the Term.
- 6.2 EXCEPT AS EXPRESSLY PROVIDED OR REFERRED TO IN SECTION 6.1. ABOVE: (A) CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK, (B) NEITHER COREIT NOR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES COREIT OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICES, (C) NEITHER COREIT NOR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS SHALL BE LIABLE FOR ANY LOSS OF DATA RESULTING FROM DELAYS, CORRUPTION OF DATA, NONDELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTIONS.

7. No Bailment.

- 7.1 No bailment or similar obligation is created between Customer (or Users) and CoreIT with respect to any Customer data. Customer will be responsible for assigning passwords, where applicable, to restrict access to the Services. Customer is solely responsible for maintaining the confidentiality of passwords, including restricting the use of any password by Users. Customer shall be responsible for all use of the Services accessed through Customer's password. COREIT SHALL HAVE NO RESPONSIBILITY OR OBLIGATION TO CUSTOMER, ITS USERS, OR OTHER USERS OF THE SERVICES TO MONITOR, SUPERVISE OR OVERSEE THE CONTENTS OF FILES STORED ON THE SERVICE.

8. Limitation of Liability.

- 8.1 IN NO EVENT SHALL COREIT BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF THE SERVICES OR OTHER EVENT ARISING OUT OF COREIT'S PERFORMANCE OF THIS AGREEMENT IN EXCESS OF THE TOTAL AMOUNTS PAID OR PAYABLE OR CREDITED OR CREDITABLE (BY USE OF SERVICE CREDITS) BY CUSTOMER PURSUANT TO THIS AGREEMENT.
- 8.2 EXCEPT AS SET FORTH IN THE GUIDE AND SERVICE LEVEL AGREEMENT, COREIT SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM OR RELATED TO: SERVICES OR EQUIPMENT PROVIDED BY CUSTOMER OR ANY THIRD PARTY; INTEROPERABILITY OR INTERACTION WITH SUCH SERVICES OR EQUIPMENT PROVIDED BY CUSTOMER OR ANY THIRD PARTY; SERVICE INTERRUPTIONS, LOST OR ALTERED MESSAGES OR TRANSMISSIONS, UNAUTHORIZED ACCESS OR ALTERATION, DAMAGE, DESTRUCTION OR LOSS BY CUSTOMER, CUSTOMER'S EMPLOYEES, CONTRACTORS, AGENTS OR ANY THIRD PARTY.
- 8.3 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOST PROFITS, SAVINGS, USE, REVENUES OR OTHER CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE TO THE OTHER PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT

OF THE SERVICES OR INABILITY TO USE THE SERVICES, OR ARISING FROM PERFORMANCE OR NON-PERFORMANCE OF ANY SOFTWARE PROVIDED AS PART OF THE SERVICES, OR OUT OF ANY BREACH OF ANY WARRANTY, NOR SHALL A PARTY BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES THAT ARE INCURRED AS A RESULT OF DATA OR TECHNOLOGY WHICH IS LOST OR DESTROYED DURING THE OPERATION OR USE OF THE SERVICES OR ANY SOFTWARE PROVIDED AS PART OF THE SERVICES, REGARDLESS OF WHETHER SUCH CLAIM IS MADE BASED UPON A CONTRACT OR TORT THEORY OF LIABILITY. IN NO EVENT WILL A PARTY'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID OR PAYABLE OR CREDITED OR CREDITABLE BY CUSTOMER, IF ANY, FOR THE SERVICES.

9. Indemnification.

- 9.1 CoreIT and Customer each agrees that they shall indemnify, defend and hold harmless the other party and their respective officers, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all third party damages, claims, losses, expenses, costs, obligations and liabilities including without limitation reasonable attorney's fees ("Damages"), suffered directly or indirectly by any of the Indemnitees by reason of or arising out of its breach or failure to perform hereunder.
- 9.2 In the event of a claim by either party under Section 9.1; (a) the Indemnatee shall promptly notify the indemnifying party in writing of any claim or suit; (b) the indemnifying party shall have sole control of the defense and all related settlement negotiations; and (c) the Indemnatee shall provide the indemnifying party with commercially reasonable assistance, information and authority necessary to perform the indemnifying party's obligations under this section. If the indemnifying party has been notified by an Indemnatee of any claim to which this indemnity may apply, but is not diligently and continuously pursuing such matter, the Indemnatee may take such action on its own behalf to dispose of such claim (whether by adjusting, settling, defending, or otherwise dealing with such claim), in which case the indemnifying party shall forthwith reimburse the Indemnatee for the complete amount paid by the Indemnatee in connection with the disposition thereof.

10. Confidentiality and Non-Disclosure.

- 10.1 Each party acknowledges that by reason of its relationship to the other party under this Agreement it may have access to certain information and materials concerning the other party's business, plans, customers, technology, and products that are confidential, proprietary and of substantial value to such party ("Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties. Each party agrees to maintain in confidence all Confidential Information received from the other and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party. Each party agrees to use the Confidential Information only for the purpose of performing this Agreement.
- 10.2 Confidential Information does not include any items which can be demonstrated to have been (a) previously known to the receiving party, other than through its relationship with the disclosing party, without a confidentiality restriction on the use of such information, (b) independently developed by the Receiving Party without reference to or use of the disclosing party's Confidential Information as established by competent evidence, (c)

rightfully acquired by the receiving party from a third party with full legal right to disclose such information, (d) approved for disclosure by the disclosing party pursuant to this Agreement, (e) part of the public domain through no breach of this Agreement or (f) required by law to be disclosed.

11. Proprietary Information and Ownership.

- 11.1 CoreIT retains all right, title and interest to all CoreIT software to which Customer may have access and any and all custom solutions developed under this Agreement.
- 11.2 Software licensed by third parties remains the sole property of the respective third party, subject to the terms and conditions of any applicable third-party license agreement.
- 11.3 Except for IP addresses or domain names specifically registered in Customer's name by CoreIT or Customer, all IP addresses and domain names used in connection with the Services shall be deemed the exclusive property of CoreIT.

12. Termination.

- 12.1 This Agreement may be terminated or canceled, in whole or in part, upon the occurrence of one or more of the following (each, an "Event of Default"):
 - a) By CoreIT, if Customer fails to pay CoreIT the any amounts required to be paid by Customer hereunder within five (5) days after the date written notice of such failure is given to Customer;
 - b) By CoreIT, immediately on written notice given to Customer if (a) Customer violates any law, rule, regulation or policy of any government authority having jurisdiction over CoreIT, which violation is not cured within fifteen (15) days after written notice thereof by CoreIT, (b) Customer violates any CoreIT Operating Rule or other policy applicable to its performance of this Agreement, which violation is not cured within fifteen (15) days after written notice thereof by CoreIT, or (c) if any decision of a court or other government authority having jurisdiction over CoreIT or any Services prohibits CoreIT from furnishing any Services;
 - c) By either party, if the other party is in default of any material provision hereunder and such default is not cured within thirty (30) days after written notice thereof is given to the other party; provided, however, if such default is of a type which may not reasonably be cured within such thirty (30) day period, the other party may have such additional time as is reasonably necessary under the circumstances provided that it commences to effect such cure within such (30) day period and thereafter prosecutes such cure to completion with due diligence; or
- 12.2 In the event of any termination or cancellation by CoreIT of this Agreement on an Event of Default, CoreIT may (but shall not be required to):
 - a) Declare all amounts owed to it hereunder to the date of termination to be immediately due and payable, together with all interest owed thereon;
 - b) Cease performance of any or all Services without any liability to Customer therefor.

- 12.3 The foregoing rights and remedies of each party shall be cumulative and in addition to all other rights and remedies available to CoreIT at law and in equity.

13. Governing Law; Waiver of Jury Trial.

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and each party agrees to be subject to the jurisdiction of the federal and state courts located in the State of Texas.
- 13.2 EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

14. Counterparts.

- 14.1 This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures of CoreIT and Customer. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument.

15. Severability.

- 15.1 If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, then (i) the same shall not affect other terms or provisions of this Agreement and (ii) such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth in this Agreement.

16. No Waiver.

- 16.1 No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving party and then only to the extent expressly set forth in such writing.

17. Force Majeure.

- 17.1 The performance by any party of any covenant or obligation on its part to be performed under this Agreement shall be excused by any cause preventing such performance beyond CoreIT's reasonable control, including, but not limited to, acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; acts of terrorism, insurrections, riots, or wars.

18. Notice.

- 18.1 Any notice, statement, demand, consent, approval or other communication required or permitted to be given rendered or made by either party to other pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given, rendered or made only if hand delivered, delivered by any nationally recognized overnight delivery service or sent by United States registered or certified mail, return receipt requested addressed to the other party at the following address:

As to Customer: To Be Provided By the Customer

As to CoreIT: Core Technology Services, Inc.
440 Cobia Drive, Unit 1101
Katy, TX 77494
Attn: CEO or Legal

Any such notices shall be deemed to have been given, rendered or made on the date received if delivered by hand or on the second day after the date so mailed unless mailed outside the State of New York in which case its shall be deemed to have been given, rendered or made on the third (3rd) business day after the date so mailed. Either party may, by notice as aforesaid, designate a different address or addressee for notices, statements, demands, consents, approvals or other communications intended for it.

19. Relationship of the Parties; Parties in Interest.

- 19.1 CoreIT and Customer are independent contractors and this Agreement shall not serve to establish any relationship or partnership, joint venture, employment, franchise or agency between CoreIT and Customer. Neither CoreIT nor Customer have the power to bind the other or incur obligations on the part of the other without the other's prior written consent, except as otherwise expressly provided for herein or in a Statement of Work.
- 19.2 Neither party shall sublease, sublicense, transfer, resell or assign this Agreement or any Services, in whole or in part, without the prior written consent of the other party, which consent may be withheld in such party's sole and absolute discretion. Any such assignment by Customer in breach of this Section 19.2 shall be void. However, Customer shall be permitted to assign this Agreement without CoreIT's consent to (a) any entity which directly or indirectly controls, is controlled by or is under common control with Customer or (b) to any entity with which Customer shall become merged or consolidated; provided, however, that (i) any such assignee shall assume all of the obligations of Customer hereunder from and after the date of such assignment by means of a written instrument of assumption which shall be delivered to CoreIT not less than thirty days prior to the effective date of such assignment and (ii) no such assignment shall serve to release the assignor from any liability under this Agreement and such assignor and such assignee shall thereafter remain jointly and severally liable under this Agreement. This Agreement shall bind, benefit and be enforceable by and against both parties and their respective successors and consented-to assigns.

20. Interpretation and Priority of Documents.

- 20.1 In the case of conflicts or inconsistencies between these Terms and Conditions and any Statement of Work, the order of priority shall be: (a) any Statement of Work (including any schedule or exhibit thereto); and (b) these Terms and Conditions.

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