

IT SERVICES AGREEMENT

This IT Services Agreement ("Agreement") is entered into on March 8, 2025, by and between:

1. TechPro Solutions Inc., a Delaware corporation with offices at 789 Tech Lane, San Francisco, CA 94107 ("Service Provider").
2. Global Enterprises LLC, a New York limited liability company with offices at 321 Business Ave., New York, NY 10001 ("Client").

(Collectively referred to as "Parties").

WHEREAS Service Provider possesses expertise in information technology solutions and related consulting services;

WHEREAS Client wishes to utilize Service Provider's expertise to manage and support its IT infrastructure;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. SERVICES

Service Provider agrees to provide the following IT services (collectively, "Services"):

- Network and systems administration
- Installation, configuration, and regular updates of software
- Cybersecurity monitoring, including vulnerability assessments and incident response
- Comprehensive technical support, including helpdesk availability
- Cloud infrastructure management
- Data backup, disaster recovery planning, and implementation
- IT consulting and strategic planning

Specific service levels, deliverables, response times, and additional specifications are outlined in Schedule A attached hereto.

2. TERM

This Agreement shall commence on the date first stated above and shall continue for an initial term of two (2) years. Upon expiration, this Agreement shall automatically renew for successive one (1) year periods unless either Party provides written notice of intent not to renew at least sixty (60) days prior to expiration.

3. PAYMENT TERMS

Client agrees to pay Service Provider a monthly fee of \$10,000, payable in advance on the first day of each month. Payments not received within fifteen (15) days of the due date shall incur a late charge of 1.5% per month until paid.

Additional services requested by the Client outside the scope of this Agreement shall be invoiced separately at rates specified in Schedule B.

3. CONFIDENTIALITY

Each Party agrees to protect confidential information received from the other Party with the same degree of care used to protect its own confidential information, but in no event less than reasonable

care. Confidential Information shall not be disclosed to third parties without prior written consent from the disclosing Party, except as legally required.

4. LIABILITY AND WARRANTY

Service Provider warrants that all Services provided shall be performed in a professional, timely, and workmanlike manner consistent with industry standards. Service Provider expressly disclaims all other warranties, including implied warranties of merchantability or fitness for a particular purpose.

The liability of Service Provider for any claims related to this Agreement shall not exceed the total amount of fees paid by Client in the twelve (12) months immediately preceding the date of the claim. Neither Party shall be liable for indirect, incidental, punitive, consequential, or exemplary damages.

4. INDEPENDENT CONTRACTOR

Service Provider is an independent contractor and not an agent, employee, or partner of Client. Neither Party shall have the authority to bind the other Party in any respect.

4. DATA SECURITY AND PRIVACY

Service Provider shall implement commercially reasonable security measures to protect Client's data against unauthorized access, use, disclosure, alteration, or destruction.

5. TERMINATION

Either Party may terminate this Agreement upon thirty (30) days' written notice in the event of a material breach by the other Party, provided the breaching Party fails to cure such breach within the notice period.

Upon termination, Client agrees to pay Service Provider for all services performed and costs incurred up to the termination date.

6. FORCE MAJEURE

Neither Party shall be liable for any failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, terrorism, war, or governmental restrictions.

7. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to conflicts of law principles.

8. DISPUTE RESOLUTION

Any disputes arising under this Agreement shall first be mediated in good faith. If mediation fails, disputes shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in San Francisco, California.

8. NOTICES

All notices under this Agreement shall be in writing and delivered by certified mail or overnight courier to the addresses set forth above, or as subsequently updated in writing by the Parties.

9. ENTIRE AGREEMENT

This Agreement, including Schedules A and B, constitutes the entire understanding of the Parties, supersedes any prior agreements, representations, and understandings, and may only be amended in writing signed by both Parties.

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

TechPro Solutions Inc.

By: _____ Name: Michael Johnson Title: CEO

Global Enterprises LLC

By: _____ Name: Jessica Williams Title: Managing Director