FORGEON TECHNOLOGIES

Master Service Agreement

Effective Date: 01/01/2026 | Version 1.0

SERVICE PROVIDER	CLIENT
Forgeon Technologies LLC 418 Broadway, Ste R Albany, NY 12207 Phone: (929) 338-6700 Email: info@forgeon.tech Website: forgeon.tech	Legal Name: _____ Address: _____ _____ Phone: _____ Email: _____ Contact: _____

This Master Service Agreement ("Agreement") is entered into between Forgeon Technologies LLC ("Company") and the Client identified above, and governs all services provided by Company to Client. By signing below or engaging Company's services, Client agrees to the terms herein.

"We Handle Your Tech. You Run Your Business."

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1. DEFINITIONS

"Agreement": This Master Service Agreement, including all Statements of Work, Order Forms, and exhibits attached hereto or incorporated by reference.

"Services": The managed IT, cybersecurity, cloud, helpdesk, and other technology services described in one or more Statements of Work ("SOW") issued under this Agreement.

"SOW": A written Statement of Work, Order Form, or Service Schedule signed by both parties specifying the Services to be performed, deliverables, pricing, and timelines.

"Client Data": All data, files, records, and information owned by or pertaining to Client that are processed, stored, or transmitted through systems managed by Company.

"Confidential Information": Any non-public information disclosed by one party to the other, including but not limited to technical, financial, business, or operational information, regardless of the form of disclosure.

"Effective Date": January 1, 2026, the date on which this Agreement takes effect.

"Fees": All amounts owed by Client to Company for Services, as set forth in applicable SOWs.

"Force Majeure Event": Any event beyond a party's reasonable control, including natural disasters, acts of government, cyberattacks by third parties, pandemics, power failures, or internet outages.

2. SCOPE OF SERVICES

2.1 Service Delivery

Company will provide the Services described in each SOW executed by both parties. Company reserves the right to subcontract portions of the Services to qualified personnel; however, Company remains responsible for the quality and delivery of all Services.

2.2 Support Hours

Standard support hours are Monday through Friday, 8:00 AM - 6:00 PM Eastern Time, excluding federal holidays. Emergency on-call support is available 24/7 as specified in the applicable SOW. Company targets an average response time of two (2) minutes for critical issues under active managed service plans.

2.3 Client Cooperation

Client agrees to provide Company with reasonable access to Client's systems, networks, personnel, and facilities as necessary for Company to perform the Services. Client is responsible for maintaining accurate and complete information provided to Company. Delays caused by Client's failure to cooperate shall not constitute a breach by Company.

2.4 Changes to Services

Any material change to the scope of Services must be documented in a written SOW amendment or change order signed by both parties. Company reserves the right to adjust pricing for services outside the original SOW scope.

2.5 Third-Party Products

Company may recommend, resell, or manage third-party software, hardware, or services on Client's behalf. Client acknowledges that third-party products are subject to the terms and conditions of their respective vendors, and

Company makes no warranty as to third-party products unless expressly stated in a SOW.

3. SERVICE ORDERS & STATEMENTS OF WORK

Each SOW will describe: (a) the specific Services to be performed; (b) project timelines or service periods; (c) fees and payment schedule; (d) deliverables and acceptance criteria; and (e) any special terms applicable to those Services. In the event of a conflict between this Agreement and a SOW, the SOW will govern solely with respect to its specific subject matter.

4. FEES, INVOICING & PAYMENT

4.1 Standard Rates

Unless otherwise specified in a SOW, Company's standard hourly rate is **$150.00/hour**. Specialized or after-hours services may be billed at rates between $125.00/hour and $250.00/hour as disclosed in the applicable SOW.

4.2 Recurring Managed Services

Monthly managed service fees are billed in advance on the first day of each service month. Fees are non-refundable except as expressly provided herein.

4.3 Project & Break-Fix Work

Project work, one-time engagements, and break-fix services are invoiced upon completion or as milestones are achieved, as specified in the applicable SOW.

4.4 Payment Terms

All invoices are due and payable within **thirty (30) days** of the invoice date unless otherwise stated in the SOW. Payments may be made via ACH, check, or credit card (a 3% processing fee applies to credit card payments). Late payments accrue interest at **1.5% per month** (or the maximum rate permitted by law, whichever is less) from the due date until paid in full.

4.5 Disputed Invoices

Client must notify Company in writing of any invoice dispute within fifteen (15) days of receipt. Undisputed portions of invoices must be paid by the original due date. Failure to dispute within the prescribed period constitutes acceptance of the invoice.

4.6 Taxes

Fees do not include applicable taxes. Client is responsible for all sales, use, and similar taxes imposed on the Services, excluding taxes on Company's income.

4.7 Suspension for Non-Payment

If any undisputed payment is more than fifteen (15) days past due, Company may, upon five (5) business days' written notice, suspend Services until all amounts are paid in full. Company is not liable for any damages arising from such suspension.

5. TERM & TERMINATION

5.1 Term

This Agreement commences on January 1, 2026 and continues for an initial term of **one (1) year**, unless terminated earlier as provided herein. After the initial term, this Agreement automatically renews for successive one-year periods unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

5.2 Termination for Convenience

Either party may terminate this Agreement or any SOW for convenience upon sixty (60) days' written notice to the other party. Client remains liable for all fees incurred through the effective termination date plus any applicable early termination fees set forth in the SOW.

5.3 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if: (a) the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice; (b) the other party becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver appointed; or (c) the other party engages in fraud, willful misconduct, or illegal activity.

5.4 Effect of Termination

Upon termination: (a) Company will provide reasonable transition assistance for up to thirty (30) days at then-current hourly rates; (b) Client will pay all outstanding fees; (c) each party will return or destroy the other's Confidential Information as directed; and (d) Sections 6, 7, 9, 10, 15, and 16 survive termination.

6. CONFIDENTIALITY

6.1 Obligations

Each party agrees to: (a) hold the other party's Confidential Information in strict confidence; (b) use Confidential Information solely for purposes of performing or receiving Services under this Agreement; and (c) disclose Confidential Information only to employees, contractors, or agents who have a need to know and are bound by confidentiality obligations no less restrictive than those in this Agreement.

6.2 Exclusions

Confidential Information does not include information that: (a) is or becomes publicly known through no breach by the receiving party; (b) was rightfully known by the receiving party prior to disclosure; (c) is rightfully received from a third party without restriction; or (d) is independently developed by the receiving party without reference to Confidential Information.

6.3 Compelled Disclosure

If required by law or court order to disclose Confidential Information, the receiving party will, to the extent permitted by law, provide prompt prior written notice to the disclosing party and cooperate with efforts to seek a protective order.

6.4 Duration

Confidentiality obligations survive termination of this Agreement for a period of three (3) years, except with respect to trade secrets, which shall be protected indefinitely.

7. INTELLECTUAL PROPERTY

7.1 Company IP

Company retains all right, title, and interest in and to its pre-existing intellectual property, proprietary tools, methodologies, software, processes, and know-how, including any improvements thereto developed in the course of performing Services.

7.2 Client IP

Client retains all right, title, and interest in and to Client Data and Client's pre-existing intellectual property. Client grants Company a limited license to access and use Client Data solely to perform the Services.

7.3 Work Product

Unless otherwise specified in a SOW, any custom deliverables created specifically for Client ("Work Product") shall be owned by Client upon full payment of all associated fees. Work Product does not include Company's pre-existing tools or general methodologies embedded therein, for which Company retains ownership and grants Client a perpetual, non-exclusive license.

8. WARRANTIES & DISCLAIMERS

8.1 Company Warranties

Company warrants that: (a) it has the right and authority to enter into this Agreement; (b) Services will be performed in a professional and workmanlike manner consistent with industry standards; and (c) Company will comply with all

applicable laws in performing the Services.

8.2 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.1, COMPANY PROVIDES ALL SERVICES AND DELIVERABLES "AS IS" AND "AS AVAILABLE" AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. COMPANY DOES NOT GUARANTEE THAT CYBERSECURITY MEASURES WILL PREVENT ALL SECURITY INCIDENTS.

9. LIMITATION OF LIABILITY

9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 COMPANY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO COMPANY IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

9.3 The limitations in this Section shall not apply to: (a) Client's payment obligations; (b) either party's indemnification obligations; (c) damages arising from gross negligence or willful misconduct; or (d) breaches of Section 6 (Confidentiality).

10. INDEMNIFICATION

10.1 By Client

Client will indemnify, defend, and hold harmless Company and its officers, directors, employees, and agents from any third-party claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from: (a) Client's breach of this Agreement; (b) Client's negligence or willful misconduct; (c) Client's use of the Services in violation of applicable law; or (d) infringement of a third party's intellectual property rights by Client Data.

10.2 By Company

Company will indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from any third-party claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from: (a) Company's gross negligence or willful misconduct; or (b) Company's material breach of this Agreement.

10.3 Procedure

The indemnified party must: (a) promptly notify the indemnifying party of any claim; (b) give the indemnifying party sole control of the defense and settlement; and (c) provide reasonable cooperation. The indemnifying party may not settle any claim that imposes obligations on the indemnified party without prior written consent.

11. INSURANCE

Company will maintain, at its own expense, the following insurance coverage during the term of this Agreement: (a) Commercial General Liability with limits of no less than $1,000,000 per occurrence and $2,000,000 in the aggregate; (b) Professional Liability (Errors and Omissions) with limits of no less than $1,000,000 per claim; (c) Cyber Liability with limits of no less than $1,000,000 per occurrence; and (d) Workers' Compensation as required by applicable law. Company will provide certificates of insurance upon Client's written request.

12. DATA SECURITY & PRIVACY

12.1 Security Measures

Company will implement and maintain commercially reasonable technical and organizational security measures designed to protect Client Data against unauthorized access, disclosure, alteration, or destruction. Company employs a multi-layered "Iron Dome" security approach encompassing endpoint protection, network monitoring, patch management, and access controls.

12.2 Incident Notification

Company will notify Client without undue delay (and no later than seventy-two (72) hours) after becoming aware of a confirmed security breach involving Client Data. Notification will include the nature of the breach, data affected, and remediation steps taken or planned.

12.3 Compliance

Company will comply with applicable data privacy laws, including the New York SHIELD Act, in its handling of Client Data. Client is responsible for ensuring its use of the Services complies with laws applicable to Client's industry and jurisdiction, including HIPAA, PCI-DSS, FERPA, or other sectoral requirements unless expressly assumed by Company in a SOW.

12.4 Data Ownership & Return

Client Data remains the exclusive property of Client at all times. Upon termination, Company will provide Client with a copy of Client Data in a commercially reasonable format within thirty (30) days, then securely delete all copies.

13. ACCEPTABLE USE

Client agrees not to use Company's Services to: (a) violate any applicable law or regulation; (b) transmit or store any unlawful, defamatory, infringing, or malicious content; (c) introduce viruses, malware, or harmful code into Company's or any third party's systems; (d) conduct unauthorized penetration testing without Company's prior written consent; or (e) resell or sublicense the Services without Company's express written permission.

14. FORCE MAJEURE

Neither party will be liable for delays or failures in performance resulting from a Force Majeure Event. The affected party will promptly notify the other party and use commercially reasonable efforts to resume performance. If a Force Majeure Event continues for more than thirty (30) days, either party may terminate the affected SOW without penalty.

15. DISPUTE RESOLUTION

15.1 Informal Resolution

Before initiating formal proceedings, the parties agree to attempt to resolve any dispute through good-faith negotiation for a period of thirty (30) days following written notice of the dispute.

15.2 Mediation

If informal resolution fails, the parties agree to participate in non-binding mediation through a mutually agreed mediator before pursuing arbitration or litigation.

15.3 Governing Law & Venue

This Agreement is governed by the laws of the State of New York, without regard to its conflict-of-law provisions. Any legal action shall be brought exclusively in the state or federal courts located in Albany County, New York, and both parties consent to the personal jurisdiction of such courts.

15.4 Attorneys' Fees

In any legal proceeding to enforce this Agreement, the prevailing party is entitled to recover reasonable attorneys' fees and costs.

16. GENERAL PROVISIONS

16.1 Entire Agreement. This Agreement, together with all SOWs and exhibits, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements.

16.2 Amendments. This Agreement may only be amended by a written instrument signed by authorized representatives of both parties.

16.3 Waiver. Failure to enforce any provision of this Agreement does not constitute a waiver of the right to enforce such provision in the future.

16.4 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions continue in full force and effect.

16.5 Assignment. Client may not assign this Agreement or any SOW without Company's prior written consent, which shall not be unreasonably withheld. Company may assign this Agreement to a successor entity in connection with a merger, acquisition, or sale of substantially all of its assets, upon written notice to Client.

16.6 Notices. All notices must be in writing and delivered by email (with read receipt or acknowledgment), overnight courier, or certified mail to the addresses set forth in this Agreement. Email notices to Company must be sent to info@forgeon.tech.

16.7 Independent Contractors. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, or employment relationship.

16.8 No Third-Party Beneficiaries. This Agreement is for the benefit of the parties only and does not create rights in any third party.

16.9 Counterparts & Electronic Signatures. This Agreement may be executed in counterparts, each of which is an original. Electronic signatures are valid and binding.

16.10 Headings. Section headings are for convenience only and do not affect the interpretation of this Agreement.

17. SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Master Service Agreement as of January 1, 2026.

FORGEON TECHNOLOGIES LLC (Service Provider)	**CLIENT**
Signature: _____	Signature: _____
Name: **George Calle**	Name: _____
Title: **Owner / Founder**	Title: _____
Date: **01/01/2026**	Date: _____
Email: **info@forgeon.tech**	Email: _____

If executing electronically, both parties agree that digital or electronic signatures are legally binding and shall have the same force and effect as handwritten signatures pursuant to the Electronic Signatures in Global and National Commerce Act (E-SIGN) and the New York Electronic Signatures and Records Act (ESRA).

Forgeon Technologies LLC | 418 Broadway, Ste R, Albany, NY 12207 | (929) 338-6700 | info@forgeon.tech | forgeon.tech