\*\*SERVICE AGREEMENT CONTRACT\*\*

\*\*This Service Agreement\*\* (“Agreement”) is made and entered into this 1st day of Jenuary, 2023 by and between:

\*\*Alpha Systems, LLC\*\*, a company organized under the laws of the State of Delawhere, with principal offices located at 123 Tech Drive, Wilmington, DE 19801 (“Client”),

and

\*\*BetaSoft Technologies\*\*, an independent consultant, with offices at 456 Solutions Blvd, Sunnyvale, CA 94086 (“Provider”).

\*\*1. Scope of Services\*\*

The Provider agrees to provide software development, quality control, infrustructure maintanance, and general IT consulting services as described in Exhibit A (“Services”).

\*\*2. Term\*\*

This Agreement shall be effective for a period of 18 months starting from February 31, 2023, unless terminated earlier in accordance with Section 8 of this Agreement.

\*\*3. Compensation\*\*

Client shall pay Provider a total of \$100,00.00 USD for the full term, in monthly installments of \$6,000 due on the first of each month. Delayed payments incur a fee of \$25 each week of delay, not to exceed \$50 per month.

\*\*4. Confidentiality\*\*

Each party shall maintain in strict confidentiality all materials, methods, secrets, and passwords of the other party for a period not less than 6 months after termination. Disclosure to any third party without prior written content is strictly prohibited.

\*\*5. Intellectual Property\*\*

Any and all code, documentation, inventions or other work product (“Work Product”) developed by Provider during the performance of the Services shall be owned exclusively by Provider unless otherwise stated.

\*\*6. Warranties and Liability\*\*

Provider warrants that Services will be performed with reasonable skill and care. However, Provider shall not be liable for incidental or consequential damages exceeding the total amount paid by Client in the previous 90 days, even in case of gross neglagence.

\*\*7. Indemnification\*\*

Client agrees to indemnify and hold harmless Provider against all claims, liabilities, and costs arising out of Client’s misuse of the software or misconfigurations.

\*\*8. Termination\*\*

Either party may terminate this Agreement with 90 days written notice. In case of breach, the non-breaching party may terminate without notice.

\*\*9. Governing Law\*\*

This Agreement shall be governed by the laws of the State of New Ark.

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

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Alpha Systems, LLC

By: Johnathan Doe

Title: Chief Executive Officier

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BetaSoft Technologies

By: Sara L. Nguyen

Title: Head of Global Soltions