PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into as of January 15, 2024 ("Effective Date"), by and between:

CLIENT: TechVision Solutions Inc., a Delaware corporation with its principal place of business at 450 Market Street, San Francisco, CA 94105 ("Client")

CONSULTANT: DataWorks Consulting LLC, a California limited liability company with its principal place of business at 1200 El Camino Real, Palo Alto, CA 94301 ("Consultant")

1. SCOPE OF SERVICES

Consultant agrees to provide the following professional services ("Services") to Client:

1.1 Core Services

Consultant shall provide data analytics consulting services, including but not limited to: (a) development of data warehouse architecture; (b) implementation of ETL pipelines; (c) creation of business intelligence dashboards; and (d) training of Client's personnel on analytics tools.

1.2 Deliverables

Consultant shall deliver: (i) comprehensive data architecture documentation within 30 days of project commencement; (ii) fully functional ETL system within 90 days; and (iii) interactive dashboards within 120 days.

2. TERM AND TERMINATION

2.1 Term

This Agreement shall commence on the Effective Date and continue for a period of six (6) months, unless earlier terminated as provided herein.

2.2 Termination for Convenience

Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

2.3 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if the other party materially breaches any provision of this Agreement and fails to cure such breach within fifteen (15) days of receiving written notice thereof.

3. COMPENSATION

3.1 Fees

Client shall pay Consultant a monthly retainer of Fifteen Thousand Dollars ($15,000.00) for the Services, payable on the first day of each month.

3.2 Expenses

Client shall reimburse Consultant for all reasonable and documented out-of-pocket expenses incurred in connection with the performance of the Services, including travel, accommodation, and software licenses, provided such expenses are pre-approved in writing by Client.

3.3 Payment Terms

All invoices shall be paid within thirty (30) days of receipt. Late payments shall accrue interest at the rate of 1.5% per month.

4. INTELLECTUAL PROPERTY

4.1 Work Product

All work product, deliverables, inventions, and materials created by Consultant in connection with the Services ("Work Product") shall be deemed works made for hire and shall be the sole and exclusive property of Client.

4.2 Pre-Existing Materials

Consultant retains all rights to any pre-existing materials, tools, or methodologies that are not specifically created for Client under this Agreement.

5. CONFIDENTIALITY

5.1 Confidential Information

Each party agrees to hold in confidence all Confidential Information of the other party and shall not disclose such information to any third party without prior written consent.

5.2 Exceptions

Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this Agreement; (b) is rightfully received from a third party; or (c) is required to be disclosed by law.

6. REPRESENTATIONS AND WARRANTIES

Consultant represents and warrants that: (a) it has the right and authority to enter into this Agreement; (b) the Services will be performed in a professional and workmanlike manner; and (c) the Work Product will not infringe upon any third-party intellectual property rights.

7. LIMITATION OF LIABILITY

In no event shall either party's total liability under this Agreement exceed the total fees paid by Client to Consultant in the six (6) months preceding the claim. Neither party shall be liable for any indirect, incidental, consequential, or punitive damages.

8. GENERAL PROVISIONS

8.1 Independent Contractor

Consultant is an independent contractor and not an employee of Client. Consultant shall be responsible for all taxes and benefits.

8.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings.

8.4 Amendments

This Agreement may only be amended by a written document signed by both parties.

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

CLIENT: TechVision Solutions Inc.

By: _____   Date: _____

Name: Sarah Chen

Title: Chief Technology Officer

CONSULTANT: DataWorks Consulting LLC

By: _____ Date: _____

Name: Michael Rodriguez

Title: Managing Partner