

# SERVICE AGREEMENT

Agreement No. SA-2023-0147

**THIS AGREEMENT is made on January 15, 2024 between:**

- **TechSolutions Inc.**, a corporation organized under the laws of Delaware, with principal offices at 123 Business Park Drive, San Francisco, CA 94107 ("Service Provider"); and
- **Global Innovations Ltd.**, a corporation organized under the laws of England and Wales, with registered offices at 456 Enterprise Road, London EC1V 7LQ ("Client").

## RECITALS

- A. Service Provider is engaged in the business of providing IT consulting services;
- B. Client desires to engage Service Provider to perform certain services;
- C. The parties wish to set forth the terms and conditions of their agreement.

**NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:**

### 1. SERVICES

Service Provider shall provide the following services ("Services"):

- Cloud infrastructure migration
- 24/7 system monitoring
- Monthly performance reporting

### 2. TERM

This Agreement shall commence on the Effective Date and continue for twelve (12) months unless earlier terminated in accordance with Section 7.

### **3. COMPENSATION**

3.1 Client shall pay Service Provider fees as follows:

- \$15,000 per month for base services
- \$250/hour for additional consulting

3.2 Invoices are payable within 30 days of receipt

3.3 Late payments shall accrue interest at 1.5% per month

### **4. CONFIDENTIALITY**

4.1 Both parties shall protect Confidential Information for 3 years post-termination

4.2 Exclusions include: (i) publicly available information, (ii) independently developed information

### **5. INTELLECTUAL PROPERTY**

All deliverables shall remain Service Provider property until full payment is received.

### **6. WARRANTIES**

Service Provider warrants that Services will be performed in a professional manner consistent with industry standards.

### **7. TERMINATION**

7.1 Either party may terminate for material breach with 30 days written notice

7.2 Client may terminate for convenience with 60 days notice

### **8. LIMITATION OF LIABILITY**

Neither party shall be liable for indirect, incidental, or consequential damages.

### **9. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California.

## 10. GENERAL PROVISIONS

- Entire Agreement
- Amendments must be in writing
- No waiver of rights

**TechSolutions Inc.**

**Global Innovations Ltd.**

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**Name:** Michael Johnson

**Title:** Chief Technology Officer

**Date:** \_\_\_\_\_

**Name:** Sarah Chen

**Title:** Director of Operations

**Date:** \_\_\_\_\_

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