SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into as of January 15, 2025 ("Effective Date"), by and between:

* CloudTech Solutions Inc., a California corporation with offices at 123 Tech Boulevard, San Francisco, CA 94105 ("Service Provider")
* Global Enterprises LLC, a New York limited liability company with offices at 456 Business Drive, New York, NY 10001 ("Client")

# 1. SERVICES

Service Provider agrees to provide cloud infrastructure and managed services to Client. The services include:

* 24/7 system monitoring and alerts
* Automatic daily backups with redundancy
* Security patches and updates
* Technical support via email and phone
* Quarterly performance reviews and reporting

# 2. SERVICE AVAILABILITY

Service Provider guarantees 99.9% uptime during each calendar month. This means the services will be available and operational during at least 99.9% of the total minutes in the month, excluding scheduled maintenance windows.

# 3. PAYMENT TERMS

Client agrees to pay Service Provider a monthly fee of $5,000 for the services outlined in Section 1. Payment terms are as follows:

* Payment is due within 30 days of invoice date
* Late payments will accrue interest at 1.5% per month
* Annual prepayment discount of 10% is available

# 4. TERM

This Agreement becomes effective on January 15, 2025, and continues for an initial term of 12 months. After the initial term, it shall automatically renew for successive 12-month periods unless either party provides written notice of non-renewal at least 60 days before the end of the current term.

# 5. CONFIDENTIALITY

Both parties agree to maintain strict confidentiality of any proprietary information shared during the course of this agreement. Neither party shall disclose sensitive information to third parties without prior written consent.

# 6. LIMITATION OF LIABILITY

In no event shall either party be liable for indirect, incidental, or consequential damages arising from this agreement. The total liability of either party shall not exceed the total fees paid or payable under this agreement.

# 7. TERMINATION

Either party may terminate this agreement with 30 days written notice. Upon termination, Service Provider shall:

* Provide a final data export within 5 business days
* Cease all services on the termination date
* Return or destroy all Client confidential information

# 8. GOVERNING LAW

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

# SIGNATURES

CloudTech Solutions Inc.

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| Authorized Representative | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Global Enterprises LLC

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| Authorized Representative | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |