

SERVICE AGREEMENT

Effective as of 01.01.2025

ABC Company

AITechnology

(the "Client")

(the "Provider")

1. Scope of Services

1. Software Maintenance: AITechnology will provide software maintenance services to ABC Company, including but not limited to bug fixes, performance improvements, and system upgrades. 2. Additional Services: AITechnology will provide additional services to ABC Company as agreed upon by the parties. These services may include but are not limited to data backup, disaster recovery, and incident response. 3. Support Services: AITechnology will provide support services to ABC Company, including but not limited to technical support, training, and documentation. 4. Training Services: AITechnology will provide training services to ABC Company, including but not limited to technical training, hands-on training, and ongoing support. 5. Customized Services: AITechnology will provide customized services to ABC Company, based on the specific needs and requirements of the company. The above services will be provided by AITechnology in accordance with the terms and conditions of the Service Agreement. Any changes to the services must be agreed upon by both parties in writing. Any disputes arising out of or in connection with the services will be resolved in accordance with the dispute resolution provisions of the Service Agreement. IN WITNESS WHEREOF, the

parties have executed this Agreement as of the date first written above

2. Term of Agreement

Term. This Agreement shall commence on 01.01.2025 and continue until 01.06.2025, unless terminated earlier. Either party may terminate this Agreement upon written notice to the other party if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach. Upon termination of this Agreement, all rights and obligations of the parties under this Agreement shall cease, except for those provisions that by their nature are intended to survive termination. This Agreement shall be governed by and construed in accordance with the laws of the state of [insert state], without giving effect to any choice of law or conflict of law provisions. Any dispute arising out of or in connection with this Agreement shall be resolved in accordance with the dispute resolution provisions of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state of [insert state], without giving effect to any choice of law or conflict of law provisions. This Agreement shall be governed by and construed in accordance with the laws of the state of [insert state], without giving effect to any choice of law or conflict of law provisions. This Agreement shall be governed by and construed in accordance with the laws of the state of [insert state], without giving effect to any choice of law or conflict of law provisions.

3. Payment Terms

1. Payment for Services rendered by AITechnology shall be made in accordance with the agreed schedule set forth in Exhibit A. 2. Payment for Services rendered shall be made within thirty (30) days of receipt of an invoice from AITechnology. 3. In the event that AITechnology fails to make

payment within the specified time period, AI Technology shall be liable to pay interest on the outstanding amount at the rate of 1.5% per month or the maximum rate allowed by law, whichever is lower. 4. AI Technology shall be responsible for all taxes, duties, and other charges imposed by any governmental authority on the payment of any amount due under this Agreement. 5. The payment terms set forth in this Agreement shall survive the termination or expiration of this Agreement for a period of [insert number of years] years. 6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. 7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect

4. Confidentiality

1. Definition of Confidential Information: "Confidential Information" means any and all information, whether oral, written, or in any other form, that is disclosed by the Disclosing Party to the Receiving Party, including but not limited to, trade secrets, technical data, know-how, business plans, financial information, customer lists, and any other information that is designated as confidential by the Disclosing Party. 2. Obligations of Receiving Party: The Receiving Party shall hold the Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party shall use the Confidential Information solely for the purpose of performing its obligations under this Service Agreement. 3. Exceptions: The obligations of confidentiality set forth in this Clause shall not apply to any information that: (a) is or becomes generally available to the public through no fault of the Receiving

Party; (b) was in the Receiving Party's possession prior to disclosure by the Disclosing Party; (c) is rightfully obtained by the Receiving Party from a third party without restriction on disclosure; or (d) is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement and cooperates with the Disclosing Party in seeking a protective order or other appropriate remedy. 4.

5. Termination

Either party may terminate this Agreement upon written notice to the other party if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the breach. In addition, either party may terminate this Agreement immediately upon written notice to the other party if the other party becomes insolvent, makes an assignment for the benefit of creditors, files for bankruptcy, or has a receiver appointed for its business or assets. Upon termination of this Agreement, all rights and obligations of the parties under this Agreement shall cease, except for those provisions that by their nature are intended to survive termination. Upon termination of this Agreement, each party shall immediately return to the other party all Confidential Information received from the other party. Notwithstanding the foregoing, the provisions of this Agreement that by their nature are intended to survive termination shall survive, including but not limited to, the provisions relating to confidentiality, non-disclosure, and indemnification. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns

6. Indemnification

Indemnification: The Service Provider agrees to indemnify, defend, and hold harmless the Client, its officers, directors, employees, and agents

from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the Service Provider's performance of its obligations under this Service Agreement, except to the extent such claims, damages, liabilities, costs, and expenses are caused by the Client's negligence or willful misconduct. This indemnification obligation shall survive the termination or expiration of this Service Agreement. The Service Provider shall not be liable to the Client for any indirect, special, incidental, consequential, or punitive damages arising out of or in connection with the Service Provider's performance of its obligations under this Service Agreement, even if the Service Provider has been advised of the possibility of such damages. The Client shall promptly notify the Service Provider in writing of any such claim or demand and shall cooperate with the Service Provider in the defense of any such claim or demand. The Service Provider shall not be liable to the Client for any damages arising out of or in connection with the Service Provider's failure to perform its obligations under this Service Agreement, except to the extent such claims, damages, liabilities, costs, or expenses are caused by the Client's negligence or willful misconduct. This indemnification obligation shall survive the termination or expiration of this Service Agreement.

7. Governing Law

The Service Agreement shall be governed by and construed in accordance with the laws of the Country of Thailand, without giving effect to any choice of law or conflict of law provisions. Any dispute arising out of or in connection with this Agreement shall be resolved exclusively in the courts of the Country of Thailand. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns

8. Independent Contractor Status

The Service Agreement shall be governed by and construed in accordance with the laws of the state of [insert state], without giving effect to any choice of law or conflict of law provisions. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state of [insert state], and neither party shall be liable to the other for any failure to perform its obligations under this Agreement to the extent that such failure is caused by a negligence or willful misconduct on the part of the other party. This Agreement shall be governed by and construed in accordance with the laws of the state of [insert state], without giving effect to any choice of law or conflict of law provisions. Any dispute arising out of or relating to this Agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in [insert city, state] and shall be conducted by a single arbitrator appointed in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties and may be entered in any court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of [insert state]

Client:

ABC Company

Signature:

Name:

Provider:

AI Technology

Signature:

Name:

Title:

Date:

Title:

Date:
