

SERVICE AGREEMENT

1. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue indefinitely until terminated by Provider with no notice required. Client may terminate only with ninety (90) days written notice and payment of early termination fees equal to six (6) months of service fees.

2. SERVICES

Provider shall provide services as described in the Statement of Work, which may be modified by Provider at any time without notice. Provider makes no guarantees regarding service availability or performance.

3. PAYMENT TERMS

Client shall pay Provider in advance for all services. All payments are non-refundable. Late payments shall incur interest at 2% per day. Provider may suspend services immediately upon any payment delay.

4. CONFIDENTIALITY

Client shall maintain strict confidentiality of Provider's information for an indefinite period after termination. Provider has no confidentiality obligations to Client.

5. WARRANTIES

PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE".

6. LIMITATION OF LIABILITY

PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT IN THE PRECEDING MONTH.

7. INDEMNIFICATION

Client shall indemnify, defend, and hold harmless Provider from any and all claims, damages, losses, and expenses arising from Client's use of the services.

8. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Delaware, without regard to conflicts of law principles. Any disputes shall be resolved exclusively in the courts of Delaware.

9. ASSIGNMENT

Client may not assign this Agreement without Provider's prior written consent. Provider may assign this Agreement without notice to Client.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties. Provider may modify this Agreement at any time by posting changes on its website. Continued use of services constitutes acceptance of modified terms.