

SERVICE LEVEL AGREEMENT (SLA)

This Service Level Agreement ("Agreement") is made as of the last signature date below ("Effective Date") by and between:

VirtuTech Solutions, Inc.

123 Innovation Drive
Tech Park, Silicon Valley, CA 94025
(hereinafter "Service Provider")

And

Global Financiers, LLC

456 Capital Avenue
Wall Street, New York, NY 10005
(hereinafter "Client")

Hereafter, VirtuTech Solutions, Inc. and Global Financiers, LLC may individually be referred to as "Party" or collectively as "Parties".

WHEREAS, Client is desirous of obtaining services from the Service Provider and the Service Provider agrees to provide services under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. SERVICE AGREEMENT

1.1. The Service Provider shall furnish the Client with the information technology (IT) support services as detailed in Exhibit A attached hereto ("Services").

1.2. The Service Provider agrees to meet the service performance standards as described in Exhibit B ("Service Levels").

1.3. This Agreement shall remain in full force and effect for a period of twelve (12) months from the Effective Date, unless terminated in accordance with the terms contained herein ("Term").

2. PAYMENT TERMS

2.1. For the services rendered by the Service Provider under this Agreement, the Client shall pay the Service Provider an annual fee of \$200,000.00, payable in equal monthly installments of \$16,666.67 in arrears on the last business day of each month.

2.2. Any additional services not outlined in Exhibit A will be charged on a time and materials basis at a rate of \$150.00 per hour, unless otherwise agreed upon in writing.

2.3. Late payments shall accrue interest at the rate of 1.5% per month, or the highest rate permissible under applicable law, whichever is lower.

3. SERVICE PROVIDER RESPONSIBILITIES

3.1. The Service Provider shall adequately staff and equip to provide the Services in accordance with this Agreement.

3.2. The Service Provider shall comply with all applicable laws, regulations, and professional standards in the performance of the Services.

3.3. The Service Provider shall take all necessary precautions to protect the Client's data and confidential information.

4. CLIENT RESPONSIBILITIES

4.1. The Client shall provide the Service Provider with access to its computer systems, data, and facilities as reasonably required for the Service Provider to perform the Services.

4.2. The Client shall designate a point of contact to coordinate on all matters relating to the Services.

4.3. The Client shall provide timely information and feedback as may be required for the Service Provider to perform the Services efficiently.

5. CONFIDENTIALITY

5.1. Each Party recognizes that it may be necessary to disclose certain Confidential Information to the other Party in the course of performing its obligations under this Agreement. "Confidential Information" refers to any information that is proprietary or not generally known to the public, whether communicated in writing, verbally, graphically, electronically, or by any other means.

5.2. Each Party agrees to use the other Party's Confidential Information solely for the purpose of performing its obligations under this Agreement.

5.3. Each Party agrees to restrict dissemination of the other Party's Confidential Information to its employees, agents, or third parties as necessary and only for the purposed allowed under this Agreement, ensuring that such third parties are subject to no less restrictive terms than those imposed by this Agreement.

6. LIMITED WARRANTY AND DISCLAIMER

6.1. The Service Provider warrants that it will provide the Services in a professional and workmanlike manner consistent with industry standards.

6.2. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 6.1, THE SERVICES ARE PROVIDED "AS IS," AND SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1. Neither Party shall be liable to the other for any special, indirect, incidental, or consequential damages arising out of or in connection with this Agreement, including but not limited to lost profits, even if such Party has been advised of the possibility of such damages.

7.2. The Service Provider's total cumulative liability in connection with this Agreement, including for any liability on account of a claimed defect in the Services, shall in no event exceed the total amount paid by the Client to the Service Provider hereunder.

8. TERMINATION

8.1. Either Party may terminate this Agreement upon providing thirty (30) days written notice to the other Party.

8.2. In the event of any breach of this Agreement, the non-breaching Party may terminate this Agreement immediately upon providing written notice to the breaching Party.

8.3. Upon termination, the Client shall pay for all Services performed up to the effective date of termination.

9. GENERAL PROVISIONS

9.1. This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings relating thereto.

9.2. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery, when delivered personally; (ii) by overnight courier, upon written verification of receipt; (iii) by telefax or email, upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt.

9.3. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law principles.

9.4. No amendment or modification of this Agreement will be effective unless in writing and signed by both Parties.

9.5. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Service Level Agreement as of the dates signed below.

SERVICE PROVIDER:

By: _____
Name: John A. Tech
Title: VP, Client Services
Date: _____

CLIENT:

By: _____
Name: Jane C. Finance
Title: Chief Financial Officer
Date: _____

Exhibit A: Services

Service Description	Frequency
24/7 IT Support & Monitoring	Ongoing
System Maintenance	Weekly
Software Updates & Patches	As Released
On-site Technical Support	Monthly

Exhibit B: Service Levels

Service Metric	Target
System Uptime	99.9%
Response Time	1 Hour
Resolution Time	4 Hours
Customer Satisfaction	95% Survey Satisfaction Rating

End of Agreement Document