

# IT SUPPORT AND MAINTENANCE AGREEMENT

Effective Date: January 10, 2024  
Between TechNova Solutions Inc. ("Provider") and Horizon Retail Group LLC ("Client").

## 1. Scope of Services

Provider shall deliver comprehensive IT support and maintenance services, including network management, cloud infrastructure monitoring, cybersecurity updates, and on-call assistance for the Client's nationwide retail operations. Services include proactive system health checks, ticket-based support resolution, and quarterly performance reporting.

## 2. Term and Renewal

The Agreement shall commence on January 10, 2024, and continue for a term of 24 months. Upon expiration, the Agreement shall automatically renew for successive 12-month periods unless either party provides written notice of termination at least sixty (60) days prior to the expiration date.

## 3. Service Levels and Fees

Service Tier	Monthly Fee (USD)	Response Time	Availability Guarantee
Basic Support	\$5,000	8 hours	95%
Premium Support	\$8,500	4 hours	98%
Enterprise SLA	\$12,000	2 hours	99.5%

## 4. Payment Terms

Client shall remit payment within thirty (30) days of invoice receipt. Late payments are subject to a 2% monthly interest charge on outstanding balances. Provider reserves the right to suspend services for accounts delinquent beyond 45 days, following written notice.

## 5. CPI-Based Price Adjustment

Beginning January 2025, service fees shall be subject to an annual price adjustment based on the percentage change in the U.S. Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics. The adjustment shall not exceed 4% in any given year and will be applied to the next invoice cycle following publication of the CPI-U index.

Year	CPI-U (%)	Adjustment (%)	New Monthly Rate (Premium Tier)
2024	Baseline 100.0	—	\$8,500
2025	103.0	3.0%	\$8,755
2026	106.2	3.1%	\$9,026

## 6. Confidentiality

Both parties agree to maintain strict confidentiality regarding proprietary information, trade secrets, technical data, and client lists obtained during the execution of this Agreement. Confidential obligations shall survive termination for a period of three (3) years.

## 7. Limitation of Liability

In no event shall either party be liable for indirect, incidental, or consequential damages, including loss of profits or data, arising out of this Agreement, even if advised of the possibility of such damages. Total liability shall not exceed the total fees paid under this Agreement in the preceding twelve (12) months.

## 8. Termination

Either party may terminate this Agreement for cause upon thirty (30) days' written notice if the other party materially breaches its obligations and fails to remedy such breach within the notice period.

## 9. Governing Law

This Agreement shall be governed by and construed under the laws of the State of New York, without regard to its conflict of laws principles.

## 10. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

TechNova Solutions Inc. \_\_\_\_\_ Date: \_\_\_\_\_

Horizon Retail Group LLC \_\_\_\_\_ Date: \_\_\_\_\_