**CONTRACT FOR THE PROVISION OF PROFESSIONAL SERVICES (Template)**

**Date:**
**Location:**

## 1. PARTICIPANTS

- **Provider: Intcomex Cloud**

Address:

Legal Representative: Lic. First Name Last Name

Email: legal@intcomex.com

- **Customer: Customer Name**

Address: Customer Address

Legal Representative:Mail:

## 2. OBJECT OF THE CONTRACT

The purpose of this contract is to **provide professional consulting, design, implementation and commissioning services of a cloud solution using Amazon Web Services (AWS) services**, including the migration of an on-premise ERP system to an infrastructure based on EC2, RDS and S3.

## 3. SCOPE AND DELIVERABLES

**Project Phases:**

a) **Diagnosis and planning (1 week):**

- Technical survey

- Current Architecture Assessment

b) **Design and implementation (3 weeks):**

- Initial infrastructure on AWS

- Database and Application Migration

c) **Testing and commissioning (1 week):**

- Functional Validation

- Key User Training

d) **Post-implementation support (2 weeks):**

- Monitoring

- Technical documentation

**Deliverables:**

- Architecture Diagram

- Migration checklist

- Basic Operation Manual on AWS

- Project completion report

## 4. DURATION AND TERMINATION

The contract will be valid for **6 months** from **February, 2025**.

Either party may terminate this contract with at least **10 working days' written notice**, without prejudice to the obligations already acquired up to that point.

## 5. FEES AND METHOD OF PAYMENT

The customer will pay the supplier the full amount of **USD $xx,000 + VAT**, broken down as follows:

- 50% at the start of the project

- 30% at the end of phase 2

- 20% against final delivery

## 6. OWNERSHIP OF INFORMATION AND CONFIDENTIALITY

### 6.1 Ownership

All information, data, configurations and documents generated or used during the project are and will remain the exclusive property of **Nombre Cliente.**

### 6.2 Handling during the project

The supplier undertakes to:

- Use only customer-authorized environments

- Access the AWS console using temporary roles or customer-provided keys

- Do not copy or store data outside the defined environment

**6.3 At the end of the contract**

The supplier undertakes to:

- Deliver all access, keys, and configurations to the client

- Delete any project-related information from your devices or systems

- Issue a **signed statement of destruction of confidential information**, if requested by the customer

**6.4 Confidentiality**

This obligation will remain in force **during the contract and for 3 years after its termination.**

## 7. INTELLECTUAL PROPERTY OF DEVELOPED COMPONENTS

Scripts, templates or custom automations developed in the context of the project will be delivered to the client with **a perpetual use license**, limited to the specific environment implemented.

The supplier may reuse generic components that do not contain customer-specific data or configurations.

## 8. LIMITATION OF LIABILITY

The supplier shall not be liable for failures arising from:

- Customer errors when modifying post-delivery settings

- Acts of God, connectivity failures or force majeure

- Limitations imposed by third parties (e.g., software licenses not managed by the vendor)

## 9. REGULATORY COMPLIANCE AND DATA PROTECTION

The provider declares to comply with the **Federal Law on the Protection of Personal Data in Possession of Private Parties** (if applicable by country) and any other applicable regulations.

## 10. JURISDICTION AND DISPUTE RESOLUTION

The parties agree that any dispute will be resolved before the competent courts of the **City of País**, waiving any other jurisdiction that may correspond to them.

## 11. SIGNATURES

As a sign of agreement, two copies of this contract are signed.

**By Provider:**
Intcomex Cloud
Lic. Nombre Apellido
Legal Representative

**For the Customer:**
Customer Name
Legal Representative