**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:**

1. **Diagnosis and planning (1 week):**
   * Technical survey
   * Current Architecture Assessment
2. **Design and implementation (3 weeks):**
   * Initial infrastructure on AWS
   * Database and Application Migration
3. **Testing and commissioning (1 week):**
   * Functional Validation
   * Key User Training
4. **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