

SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into as of the Effective Date between the Service Provider and the Client. This Agreement sets forth the terms and conditions under which the Service Provider agrees to provide professional services to the Client.

1. Definitions

"Services" refers to all professional services described in this Agreement or any related statement of work.

"Effective Date" means the date on which this Agreement is executed by both parties.

"Confidential Information" means all non-public business, legal, or technical information.

2. Scope of Services

The Service Provider shall perform the Services in a professional and commercially reasonable manner.

Any services outside the agreed scope shall require prior written approval.

3. Fees and Payment

The Client agrees to pay all fees as specified in the applicable statement of work.

Invoices shall be payable within thirty (30) days from the invoice date.

4. Confidentiality

Each party agrees to maintain the confidentiality of all Confidential Information.

This obligation shall survive termination of this Agreement.

5. Intellectual Property

All pre-existing intellectual property shall remain the property of the owning party.

Unless otherwise agreed, deliverables created under this Agreement shall belong to the Client.

6. Data Protection

Each party shall comply with applicable data protection and privacy laws.

Reasonable technical and organizational safeguards shall be maintained.

7. Term and Termination

7.1 Term. This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this Section.

7.2 Termination for Convenience. Either party may terminate this Agreement for any reason by providing thirty (30) days' prior written notice to the other party.

7.3 Termination for Cause. Either party may terminate this Agreement immediately if the other party materially breaches this Agreement and fails to cure such breach within fifteen (15) days after receiving

written notice.

7.4 Insolvency. This Agreement may be terminated immediately if either party becomes insolvent, files for bankruptcy, or ceases business operations.

7.5 Effect of Termination. Upon termination, the Client shall pay all fees for Services performed up to the effective termination date. Provisions relating to confidentiality, intellectual property, limitation of liability, and governing law shall survive termination.

8. Limitation of Liability

Neither party shall be liable for indirect, incidental, or consequential damages.

Total liability under this Agreement shall not exceed the total fees paid.

9. Governing Law

This Agreement shall be governed by and construed in accordance with applicable law.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.