

# PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into on January 15, 2024, between TechCorp Solutions Inc. ("Client") and Digital Innovations LLC ("Provider").

## 1. SCOPE OF WORK

Provider agrees to perform the following services:

- Website development and design
- Mobile application development
- Cloud infrastructure setup
- Ongoing maintenance and support

## 2. PAYMENT TERMS

Client shall pay Provider a total fee of \$150,000 payable as follows:

- 30% (\$45,000) upon contract execution
- 40% (\$60,000) upon completion of Phase 1
- 30% (\$45,000) upon final delivery and acceptance

Payment is due within 15 days of invoice receipt. Late payments shall incur a penalty of 1.5% per month.

## 3. TERMINATION CLAUSE

Either party may terminate this Agreement with sixty (60) days written notice to the other party. In case of material breach, the non-breaching party may terminate immediately upon written notice.

## 4. CONFIDENTIALITY AND NON-DISCLOSURE

Both parties agree to maintain strict confidentiality of all proprietary information exchanged during the term of this Agreement. This confidentiality obligation shall survive termination for a period of five (5) years.

## 5. LIABILITY AND INDEMNIFICATION

Provider's total liability under this Agreement shall not exceed the total fees paid by Client (\$150,000). Provider shall not be liable for any indirect, incidental, or consequential damages.

## 6. INTELLECTUAL PROPERTY RIGHTS

All work products created by Provider under this Agreement shall be owned by Client upon full payment of fees. Provider retains ownership of its pre-existing intellectual property.

## **7. FORCE MAJEURE**

Neither party shall be liable for delays caused by circumstances beyond their reasonable control, including natural disasters, government actions, pandemic-related restrictions, war, terrorism, or internet outages.

## **8. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California. Any disputes shall be resolved through binding arbitration in San Francisco, California.

## **9. NOTICE PROVISIONS**

All notices must be in writing and delivered via certified mail or email with read receipt confirmation.

## **10. WARRANTY AND REPRESENTATIONS**

Provider warrants that all work will be performed professionally and deliverables will be free from material defects for 90 days.

## **11. INSURANCE REQUIREMENTS**

Provider shall maintain professional liability insurance of \$2,000,000, general liability insurance of \$1,000,000, and cyber liability insurance of \$500,000.

## **12. MISCELLANEOUS PROVISIONS**

This Agreement constitutes the entire agreement between the parties. Any modifications must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TechCorp Solutions Inc. Digital Innovations LLC

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John Smith, CEO Sarah Johnson, Managing Partner

Date: January 15, 2024 Date: January 15, 2024