

MASTER SERVICES AGREEMENT

This Agreement is made on November 04, 2024

between

ServiceTech Solutions ("Client")

2500 Innovation Drive
Suite 400
San Jose, CA 95134

TechCare Solutions ("Vendor")

300 Software Street
Tech Valley
ST 20001

SCOPE OF SERVICES

This Agreement is entered into by and between the Client and TechCare Solutions Inc., a leading IT Services provider in the Information Technology industry. The Services to be delivered under this Agreement include the provision of software subscriptions and managed services. The software subscriptions comprise Enterprise CRM Suite for 150 users, Business Operations Platform for 200 users, ServiceTech Pro for 180 users, FinancePro Enterprise for 50 users, and Office Enterprise Suite for company-wide users.

PAYMENT TERMS

The Client agrees to pay TechCare Solutions Inc. a total contract value of \$273,600 annually or \$22,800 monthly for software subscriptions. Additionally, the Client agrees to pay \$180,000 annually or \$15,000 monthly for managed services. All payments are due within 30 days of receipt of invoice.

SERVICE LEVEL AGREEMENT

TechCare Solutions Inc. guarantees system uptime of 99.9% and commits to respond to any support queries within 24 hours on business days. TechCare Solutions Inc. is responsible for user access management and will provide a data backup and recovery plan. Any system downtime beyond the agreed uptime will result in applicable service credits to the Client.

TERM AND TERMINATION

This Agreement is for a term of one year from the Effective Date and will renew automatically for successive one year periods unless either party provides written notice of its intent not to renew at least 60 days prior to the end of the then-current term. Either party may terminate this Agreement for cause if the other party materially breaches the Agreement and fails to cure such breach within 30 days of written notice.

COMPLIANCE AND STANDARDS

TechCare Solutions Inc. will comply with all applicable federal, state, and local laws, regulations, and ordinances in its performance of the Services. TechCare Solutions Inc. must also adhere to strict data security requirements in line with industry best practices and any applicable data protection laws. This includes, but is not limited to, encryption of personal and sensitive data, implementation of robust access controls, and regular security audits.

SPECIAL PROVISIONS

The software provided under this contract is licensed, not sold, and is provided on the basis of a non-exclusive, non-transferable license to use the software for the term of this Agreement. The Client agrees not to reverse engineer, decompile, or disassemble the software. TechCare Solutions Inc. retains all ownership rights in the software, including all patent, copyright, trade secret, trademark, and other intellectual property rights. Any rights not expressly granted to the Client in this Agreement are reserved by TechCare Solutions Inc.

ServiceTech Solutions

TechCare Solutions

Authorized Signature

Authorized Signature

Date: _____

Date: _____