

## SERVICE AGREEMENT

BETWEEN: Global Corp (Client) AND: Apex Systems (Provider)

DATE: January 15, 2024

### 1. SCOPE OF SERVICES

Apex Systems agrees to provide cloud migration services as described in Schedule A.

### 2. PAYMENT TERMS

Payment is due strictly upon receipt of invoice (Net 0). A late fee of 15% per day applies to all outstanding balances.

### 3. WARRANTY DISCLAIMER

Services are provided "AS IS." Apex Systems makes NO WARRANTIES, express or implied, regarding the uptime, security, or data integrity of the cloud solution.

### 4. INDEMNIFICATION & LIABILITY

Client agrees to indemnify Apex Systems against all claims. **CRITICAL:** Client accepts UNLIMITED LIABILITY for any damages arising from the use of the software, including damages caused by Apex Systems' own negligence.

### 5. TERMINATION

Apex Systems reserves the right to terminate this agreement immediately without notice and without cause. Client may not terminate this agreement before the 3-year minimum term expires.