

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.