

IT Services Agreement



Agreement No. DN35167516
Agreement Date 2025-07-28
Start Date 2025-07-28
End Date 2025-07-28
Re: LruGihgj

This IT Service Agreement (hereinafter only as the "Agreement") is concluded by and between:

Service Provider

Company Q
Street 80
City G
40BD1
State C
Israel

CRN: BR83475864

Client

Company O
Street 80
City D
958XD
State R
Turkey

CRN: BR03487188

(when appropriate the Service Provider and Client will hereinafter individually be referred to as the "Party" and collectively referred to as the "Parties");

WHEREAS:

The Client has requested the Service Provider to arrange for the provision of services to the Client as specified in this Agreement. The Service Provider has accepted to do so on terms and conditions hereinafter agreed.

NOW, THEREFORE, and for the consideration hereinafter provided, the Client and the Service Provider hereby agree as follows:

1. SCOPE AND DURATION OF THE AGREEMENT

1.1 The scope of this Agreement is the Service Provider's undertaking to provide services pursuant to Article 2 of this Agreement to the Client.

1.2 This Agreement is concluded for a limited time period as defined above in this Agreement.

2. SERVICES DESCRIPTION AND DELIVERABLES

2.1 The services which the Client has requested and which the Service Provider has agreed to provide and which provision is the subject of this Agreement (hereinafter only as the "Services") are with respect to:

- (a) Cloud Configuration;
Set up and configure hardware and software-specific cloud resources, methods, functions, interfaces, and other IT-related services required for proper software application management.
- (b) Software Application Requirements Analysis and Design;

Gathering and analyzing the customer requirements to properly define and design the software solutions or complex software platforms.

(c) UX/UI Design;

Define user-friendly application usage by effective use of visual and interactive elements throughout the use of the software.

(d) Software Application Development;

Develop the source code of the software applications according to requirements and designs provided, mainly but not exclusively for the application front-end and back-end functionality of the software applications.

(e) Software Application Maintenance;

Maintain and resolve software issues and errors that occurred by adapting and deploying the source code of the software applications to achieve more efficient and frictionless software use and experience.

(f) Software Application Testing;

Define, develop and execute test scenarios to prove software application purpose, its logic, and goals the software has been designed and identification of software issues for further resolution.

(g) IT Advisory Services;

Provide consultancy and advisory services related to digitization and transformation, IT architecture, IT security, scalability, and performance of the software products and components.

2.2 The following deliverables have been agreed upon:

(a) ...

(b) ...

3. FEES AND EXPENSES

3.1 In consideration of Services provided by the Service Provider, the Client agrees and undertakes to pay to the Service Provider [CURRENCY] [PRICE] (the "Service Fee").

3.2 The Service Fee shall be paid on the basis of the [FREQUENCY] invoice issued by the Service Provider not later than 5 days upon the end of the respective month. The invoice shall be payable within 30 days upon its delivery to the Client to the bank account of the Service Provider specified in the invoice.

3.3 The Client shall compensate the Service Provider for reasonable and necessary expenses spent in connection with the provision of the Services only if such expenses have been approved by the Client in writing in advance.

4. GENERAL DUTIES OF THE PARTIES

4.1 The Client shall:

(a) Pay the Service Fee to the Service Provider as consideration for the due provision of the Services; and

(b) Provide the Service Provider with the co-operation necessary for the proper and timely performance of the Services.

4.2 The Client shall have the right to:

(a) Instruct the Service Provider to provide Services according to the needs of the Client or its clients;

(b) Provide necessary SW tools needed for the uninterrupted provision of the Services by the Client, all of which shall remain property of the Client;

(c) Require that the Service Provider is available to the Client at the office premises of the Client or at such other place(s) and locations as might be agreed from time to time during the normal business hours during official working days as well as be flexible to be available outside normal business hours as might be reasonably required from time to time.

4.3 The Service Provider shall:

(a) Maintain all licenses and other authorizations legally required for the provision of the Services in accordance with this Agreement and the law;

(b) Provide required Services in a timely manner according to instructions of the Client;

(c) If instructed so by the Client, submit to the Client on monthly basis timesheets in the form as required by the Client;

(d) Provide the Services to the Client as an independent contractor;

(e) Be available to the Client at the office premises of the Client (if applicable) or at such other place(s) and locations as might be agreed during the normal business hours during official working days as well as be flexible to be available outside normal business hours as might be reasonably required.

4.4 In connection with the performance of its obligations under this Agreement, the Service Provider may be provided with or obtain information that pertains to specific individuals employed or associated with the Client (including but not limited to the Client's staff, clients, and business partners) and that can be linked to such person (the "Personal Data"). The Service Provider agrees as follows:

(a) In respect of this Agreement and in connection with Personal Data, the Client will be the data controller and Service Provider will be the data processor;

(b) The Service Provider will comply with its obligations under relevant data protection legislation and will not do any act which puts the Client in breach of any data protection legislation;

(c) The Service Provider will procure that any of its subcontractors, staff, or representatives who handle any Personal Data carry out the Services in compliance with any relevant data protection legislation.

4.5 To the extent that Personal Data is provided by the Service Provider to the Client, the Service Provider warrants that it has the authority to provide such Personal Data to the Client in connection with the performance of the Services and that the Personal Data provided to the Client has been processed in accordance with applicable law.

5. CONFIDENTIALITY

5.1 The Service Provider agrees that all knowledge and information which the Service Provider may acquire from the Client or its employees or other service providers of the Client, or by virtue of the performance of the Services hereunder, shall for all time and for all purposes be the property of the Client and regarded by the Service Provider as strictly confidential and held by the Service Provider in confidence, and solely for the Client's benefit and use, and shall not be directly or indirectly disclosed by the Service Provider to any person or entity whatsoever except with the Client's written permission.

5.2 In case the Service Provider subcontracts part of the Services in compliance with this Agreement, the sub-service provider must sign a confidentiality clause with the reasonably acceptable obligations as stated herein.

5.3 The obligation under this Article shall be in force between the Parties for the period of **2 (two) years** after termination of this Agreement. The confidentiality obligation under this Article does not apply in cases stipulated by law or if explicitly waived by the Client.

6. TERMINATION

6.1 Each Party is entitled to terminate this Agreement by giving prior written notice to the other Party, whereas the termination period shall last **three (3) months** and shall commence on the **first (1st) day** of the calendar month following the month in which the notice has been delivered to the other Party. In case of termination of the Agreement by the Client, the Service Provider shall be entitled to the proportional amount of the Service Fee for the period of provision of the Services.

7. FORCE MAJEURE

7.1 Force Majeure Event means, in relation to a Party, the occurrence or discovery after the date of this Agreement of:

(a) hostilities (whether war be declared or not), invasion, an act of foreign enemies, civil war, revolution, rebellion, insurrection, military or usurped power, riot, civil commotion, terrorism or sabotage or credible threat thereof; or

(b) nuclear, chemical, or biological contamination; or

(c) any boycott, sanction, blockade or embargo; or

(d) pressure waves caused by devices travelling at supersonic speed; or

(e) any plague, epidemic and pandemic; or

(f) any strike or other industrial action; or

(g) any other event or circumstance outside that Party's reasonable control.

7.2 Force Majeure Event does not include any circumstance which is caused by the negligent or intentional action of one of the Parties or either Party having insufficient funds to fulfil its obligations under this Agreement.

7.3 Neither Party shall be considered to be in default or in breach of its obligations under this Agreement to the extent that performance of such obligations is prevented by any Force Majeure Event which arises after the date of this Agreement.

7.4 If either Party considers that any Force Majeure Event has occurred which may affect the performance of its obligations under this Agreement (except an obligation to pay money) it shall notify the other Party thereof as soon as possible and in any event within **seven (7) days** after the commencement of such circumstances. Such notice shall include full and detailed particulars of such circumstances and effect. The Party giving such notice shall (if applicable) notify the other Party of the end of such Force Majeure Event within **fourteen (14) days** after the end of such circumstances.

8. COPYRIGHT

8.1 If during the term of this Agreement, the Service Provider creates any work while performing the Services and its obligations arising from this Agreement (whether it is a work on an order or a joint work), the economic rights of the author to such work shall be exercised by the Client (i.e. in the Client's name and on Client's account). The Client is entitled to transfer the economic rights of the author to third parties.

8.2 The Service Provider acknowledges that the Client is entitled to:

- (a) Publish the work created or co-created by the Service Provider;
- (b) Designate the work created or co-created by the Service Provider with the business name of the Client, and
- (c) Client the work created or co-created by the Service Provider, alter it, or perform other interference therewith.

8.3 The Service Provider and the Client explicitly agree that remuneration of the Service Provider for the creation of any work is included in the Service Fee.

8.4 In case of amendment of the relevant copyright laws due to which the Clauses 8.1 and 8.2 would no longer be applicable, the Service Provider shall on request of the Client, without delay and free of charge grant license for the usage of work and all of its parts to the Client, under the terms requested by the Client.

8.5 If during the term of this Contract, the Service Provider creates any object protected by laws of the industrial property while performing the Services and its obligations arising from this Agreement, the Service Provider shall without delay transfer in writing the respective right to such object to the Client in accordance with relevant laws. The Service Provider and the Client explicitly agree that remuneration of the Service Provider for the creation of such object and for the transfer of the respective right thereto to the Client is included in the Service Fee.

9. GOVERNING LAW AND DISPUTES SOLVING

9.1 This agreement and the legal relationship not regulated by this agreement shall be governed by the relevant provisions of the valid legal regulations in the **[COUNTRY]**.

9.2 Any disputes that might appear in accordance with this Agreement will be negotiated between the Parties, with the aim of resolving them by amicable resolution.

9.3 All disputes, actions or proceedings arising out of and/or in connection with this Agreement which shall not be resolved by the Parties amicably will be subject to the exclusive jurisdiction of the courts in the **[COUNTRY]** according to **[COUNTRY]** law.

10. MISCELLANEOUS

10.1 This Agreement may not be modified except by prior written consent of all Parties.

10.2 If any of the provisions of this Agreement becomes partially or fully invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement. In such case and also in case of invalidity of the entire Agreement the contractual Parties shall replace the invalid provisions with new ones, which shall be as close to the purpose of the invalid provisions as possible.

10.3 Any notice, which is needed to be served under this Agreement and/or by the law will be in written form and will be deemed to have been duly served: (i) on the date of its sending by the Party in electronic form via the ViaSpaces.com digital platform www.viaspaces.com (hereinafter referred to as "ViaSpaces") to other Party to its ViaSpaces.com account or e-mail as specified in this Agreement or (ii) on the day of receipt in person or by post, or (iii) three (3) days after deposit at the post office by registered mail. Each of the Contracting Parties is entitled to designate a new address for the delivery of notifications under this Agreement, based on a written notice delivered to the other Party five (5) days in advance of the planned change.

10.4 The Parties confirm by their signatures that they have understood the provisions of the Agreement, that they express their free and solemn will, free of any mistake, and engage to fulfil them willingly.

THIS AGREEMENT IS VALID SINCE THE DATE SET FORTH ON THE COVER PAGE.

For and on behalf of Service Provider

Signature

Signature

For and on behalf of Client

Signature

Signature