



# CGL Terms and Conditions

## IT SERVICE AGREEMENT

This IT Service Agreement ("Agreement") is entered into on [Date], between [Cluster Greens Limited], a company registered under the laws of [United Kingdom], with its principal place of business at [Chartax suite 103B, 18-36 Wellington Street, London England, SE18 6PF] ("Service Provider"), and [Client Name], a company registered under the laws of [Country], with its principal place of business at [Address] ("Client").

### 1. SERVICES

1.1 Scope of Services: Service Provider shall provide IT services as outlined in the Statement of Work ("SOW") attached hereto as Exhibit A. The SOW shall include, but not be limited to, the following services:

- [Service 1]
- [Service 2]
- [Service 3]

1.2 Service Levels: Service Provider shall meet the service levels specified in the SOW.

### 2. TERM AND TERMINATION

2.1 Term: This Agreement shall commence on the Effective Date and shall continue for a period of [Term Length] unless terminated earlier in accordance with the provisions herein.

2.2 Termination: Either party may terminate this Agreement upon [Notice Period] prior written notice to the other party if the other party materially breaches any provision of this Agreement.

### 3. FEES AND PAYMENT

3.1 Fees: Client shall pay Service Provider the fees set forth in the SOW.

3.2 Invoicing and Payment: Service Provider shall invoice Client [Frequency of Invoicing] for the services provided. Client shall pay all undisputed amounts within [Payment Terms] days of receipt of an invoice.

### 4. INTELLECTUAL PROPERTY

4.1 Ownership: All intellectual property rights in any deliverables created by Service Provider pursuant to this Agreement shall be owned by Client.

### 5. CONFIDENTIALITY

5.1 Confidential Information: Each party agrees to hold the other party's Confidential Information in confidence and not to disclose it to any third party without the other party's prior written consent.

### 6. WARRANTIES AND DISCLAIMERS

6.1 Warranties: Service Provider represents and warrants that it shall perform the services in a professional and workmanlike manner and in accordance with industry standards.

## **7. LIABILITY**

7.1 Limitation of Liability: Neither party shall be liable to the other for any indirect, special, incidental, punitive, or consequential damages arising out of or related to this Agreement.

## **8. GOVERNING LAW AND DISPUTE RESOLUTION**

8.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

8.2 Dispute Resolution: Any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

## **9. MISCELLANEOUS**

9.1 Entire Agreement: This Agreement, including all exhibits and attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings.

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

[Cluster Greens Limited]

By: \_\_\_\_\_ Name: [Jazeena Jazeem] Title: [MS]

[Client Name]

By: \_\_\_\_\_ Name: [Client's Name] Title: [Client's Title]