Professional Services Agreement

Evergreen Tech Solutions LLC

and

Skyward Consulting Inc.

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1. PARTIES
   1. This Professional Services Agreement ("Agreement") is entered into between Evergreen Tech Solutions LLC ("Client"), a limited liability company duly organized and existing under the laws of the State of Texas, with its principal place of business at [insert full address], and Skyward Consulting Inc. ("Service Provider"), a corporation duly organized and existing under the laws of [insert state], with its principal place of business at [insert full address].
   2. For purposes of formal communications under this Agreement, the Client's designated email address is [insert email], and the Service Provider's designated email address is [insert email].
   3. Each party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.
2. DEFINITIONS
   1. **"Acceptance Criteria"** means the predefined standards and specifications against which Deliverables will be evaluated for approval by the Client, as set forth in Exhibit A.
   2. **"Agreement"** means this Professional Services Agreement, including all exhibits, attachments, amendments, and any referenced documents incorporated herein.
   3. **"Change Request"** means a written request submitted by the Service Provider to the Client, detailing proposed changes to the scope of Services, including any adjustments to fees, timelines, or deliverables, which requires the Client's written approval before implementation.
   4. **"Client"** means Evergreen Tech Solutions LLC, a limited liability company duly organized and existing under the laws of the State of Texas, with its principal place of business at [insert full address].
   5. **"Confidential Information"** means all non-public, proprietary, or sensitive information disclosed by either party to the other, whether in oral, written, electronic, or other form, including but not limited to business plans, technical data, trade secrets, financial information, and any other information designated as confidential or which, by its nature, should reasonably be considered confidential.
   6. **"Deliverables"** means all tangible or intangible outputs, materials, reports, software, documentation, or other items created or provided by the Service Provider under this Agreement, including but not limited to custom software applications, network infrastructure diagrams, cybersecurity risk assessment reports, and monthly status reports.
   7. **"Effective Date"** means May 15, 2025, the date on which this Agreement becomes effective.
   8. **"Exhibit A"** means the Statement of Work attached hereto and incorporated by reference, which details the specific Services, deliverables, milestones, acceptance criteria, and any other relevant terms agreed upon by the parties.
   9. **"Gross Negligence"** means an act or omission that demonstrates a severe lack of care or reckless disregard for the safety or reasonable rights of others, exceeding mere negligence or carelessness.
   10. **"Intellectual Property"** means all patents, copyrights, trademarks, trade secrets, know-how, and any other proprietary rights, whether registered or unregistered, arising under any applicable law.
   11. **"KPI"** means Key Performance Indicator, a measurable value used to evaluate the Service Provider's performance, including but not limited to on-time delivery, bug rates, network uptime, and incident response times.
   12. **"Service Provider"** means Skyward Consulting Inc., a corporation duly organized and existing under the laws of [insert state], with its principal place of business at [insert full address].
   13. **"Services"** means the IT consulting services to be provided by the Service Provider under this Agreement, as described in Section 5 (Scope of Services) and further detailed in Exhibit A, including software development, network setup, and cybersecurity advisory services.
   14. **"Term"** means the period commencing on the Effective Date and ending on May 15, 2026, unless earlier terminated or extended in accordance with the terms of this Agreement.
   15. **"Willful Misconduct"** means intentional wrongdoing or deliberate disregard of contractual or legal obligations, excluding acts or omissions resulting from mere negligence, mistake, or error in judgment.
3. INTERPRETATION
   1. Unless the context otherwise requires, words in the singular include the plural and vice versa, and references to one gender include all genders.
   2. Headings are for convenience only and do not affect the interpretation of this Agreement.
   3. References to clauses, exhibits, or sections are to clauses, exhibits, or sections of this Agreement unless otherwise specified.
   4. Where the word "including" is used, it shall be construed as "including without limitation."
   5. Any reference to a statute, regulation, or other law includes all amendments, modifications, or re-enactments thereof.
   6. In the event of any inconsistency between the main body of this Agreement and any exhibit, the terms of the main body shall prevail unless expressly stated otherwise.
   7. No rule of construction shall apply to the disadvantage of a party on the basis that such party was responsible for the preparation of this Agreement.
4. PREAMBLE
   1. This Agreement governs the provision of IT consulting Services by the Service Provider to the Client, including software development, network setup, and cybersecurity advisory services, as further detailed in Exhibit A.
   2. The parties intend for this Agreement to establish their mutual rights and obligations, with the Services to be performed both remotely and onsite at the Client’s headquarters in Austin, Texas, during the Term.
   3. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
5. SCOPE OF SERVICES
   1. The Service Provider shall provide the following IT consulting Services to the Client during the Term:
      1. Software development, including design, coding, testing, and deployment of custom software applications;
      2. Network setup, including hardware and software configuration and implementation of security protocols;
      3. Cybersecurity advisory services, including risk assessments, penetration testing, and incident response planning.
   2. The Services shall be performed both remotely and onsite at the Client’s headquarters in Austin, Texas, as mutually agreed by the parties.
   3. The Deliverables, milestones, and Acceptance Criteria for the Services shall be as set forth in Exhibit A.
   4. Any changes to the scope of Services must be documented in a written Change Request and approved by the Client in writing prior to implementation.
6. STATEMENT OF WORK (EXHIBIT A)
   1. The specific scope of Services, Deliverables, milestones, Acceptance Criteria, and performance metrics shall be documented in Exhibit A, which constitutes the definitive statement of work and is incorporated by reference into this Agreement.
   2. Exhibit A shall be executed by both parties concurrently with this Agreement and may only be amended by a written instrument signed by authorized representatives of both parties.
   3. In the event of any conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail unless Exhibit A expressly states otherwise.
7. PERIOD OF PERFORMANCE
   1. This Agreement shall commence on the Effective Date (May 15, 2025) and continue until May 15, 2026 ("Term"), unless earlier terminated in accordance with the provisions of this Agreement.
   2. The Term may be extended for additional one-year periods by mutual written agreement of the parties, provided that written notice of such extension is given at least 60 days prior to the expiration of the then-current Term.
   3. Notwithstanding any expiration or termination of this Agreement, all provisions that by their nature should survive, including but not limited to confidentiality, intellectual property rights, indemnification, and payment obligations for Services rendered prior to termination, shall remain in effect.
8. PAYMENT TERMS
   1. The Client shall pay the Service Provider a fixed monthly retainer of $15,000 for the Services, payable within 15 days of receipt of invoice.
   2. For Services performed outside the agreed scope as documented in Exhibit A, the Service Provider shall be entitled to additional compensation at the rate of $200 per hour, subject to prior written approval via a Change Request.
   3. The Service Provider shall submit invoices electronically on the first business day of each month, detailing the monthly retainer and any approved additional services or reimbursable expenses.
   4. The Client shall review invoices and notify the Service Provider of any disputes within 5 business days of receipt. Undisputed amounts shall be paid within 15 days of invoice date.
   5. Late payments shall accrue interest at the rate of 1.5% per month on the outstanding balance until paid in full.
   6. All payments shall be made in U.S. dollars via wire transfer or other mutually agreed method to the account designated by the Service Provider.
9. EXPENSES AND REIMBURSEMENTS
   1. The Client shall reimburse the Service Provider for reasonable and necessary travel, lodging, and other out-of-pocket expenses incurred in connection with the performance of the Services, provided such expenses are pre-approved in writing by the Client and comply with the Client's travel and expense policies.
   2. All requests for expense reimbursement must include supporting documentation (e.g., receipts, invoices) and be submitted with the Service Provider's monthly invoice within 30 days of being incurred. Reimbursement shall be made at actual cost within 15 days of approval.
   3. No expense exceeding $500 per item or $2,000 in aggregate per project shall be reimbursed without prior written authorization from the Client. No markup or administrative fees shall be applied to reimbursable expenses.
   4. The Service Provider shall not be entitled to reimbursement for any expenses (a) incurred in violation of this Section 9, (b) submitted more than 60 days after being incurred, or (c) not directly related to the performance of the Services under this Agreement.
10. CHANGE MANAGEMENT
    1. Any proposed changes to the scope of Services, including modifications to Deliverables, timelines, or fees, must be submitted by the Service Provider to the Client in writing via a Change Request.
    2. The Change Request shall include: (a) a detailed description of the proposed change; (b) the impact on the scope, schedule, and cost of Services; and (c) any adjustments to Acceptance Criteria or other contractual terms.
    3. No changes shall be implemented unless and until the Change Request is approved in writing (including email confirmation) by the Client. The Service Provider shall not perform any out-of-scope work or incur additional expenses without such approval.
    4. Approved changes shall be documented in a written amendment to this Agreement or Exhibit A, signed by authorized representatives of both parties, and shall become binding only upon full execution. Failure to document changes in writing shall not invalidate approved changes if the parties' conduct demonstrates mutual agreement.
    5. The Service Provider shall not be entitled to any compensation for work performed pursuant to an unapproved Change Request, unless such work is subsequently ratified in writing by the Client.
    6. The Service Provider shall not be obligated to perform any services beyond the original scope as defined in Exhibit A unless a Change Request has been approved in accordance with this Section 10.
11. DELIVERABLES AND ACCEPTANCE CRITERIA
    1. The Service Provider shall deliver the following Deliverables to the Client in accordance with the timelines specified in Exhibit A:
       1. Custom software applications, including all source code, documentation, and deployment packages developed as part of the software development Services;
       2. Network infrastructure diagrams and configuration guides for all implemented systems as part of the network setup Services;
       3. Cybersecurity risk assessment reports detailing findings and recommended mitigation strategies for the cybersecurity advisory Services;
       4. Monthly status reports summarizing Services performed, milestones achieved, and upcoming tasks.
    2. Each Deliverable shall conform to the Acceptance Criteria set forth in Exhibit A. The Client shall have 10 business days from receipt of a Deliverable to either approve it or provide written notice of rejection specifying the deficiencies.
    3. If the Client fails to respond within the 10-business-day period, the Deliverable shall be deemed accepted. Rejected Deliverables must be corrected by the Service Provider at no additional cost to the Client and resubmitted within 5 business days.
    4. The Client shall have 5 business days to review resubmitted Deliverables. Acceptance of a Deliverable shall not waive the Client's rights with respect to latent defects discovered thereafter.
    5. The Service Provider shall not invoice for any Deliverable until it has been accepted by the Client or deemed accepted under this Section 11. Final acceptance of all Deliverables is required before the Service Provider may invoice for any remaining balance attributable to such Deliverables.
12. PERFORMANCE METRICS AND KPIS
    1. The Service Provider's performance shall be measured against the following Key Performance Indicators (KPIs):
       1. On-time delivery of at least 95% of all milestones as specified in Exhibit A;
       2. A bug rate not exceeding 2% in all deployed software applications during the first 30 days post-delivery;
       3. Network uptime of at least 99.9% for all implemented systems, excluding scheduled maintenance;
       4. Cybersecurity incident response times within 24 hours for critical threats as defined in Exhibit A.
    2. The Service Provider shall monitor and report on these KPIs in the monthly status reports required under Section 11, including verification data upon Client request and any corrective actions taken or planned for any KPI not met.
    3. If the Service Provider fails to meet any KPI for two consecutive months, the Client may, at its discretion: (a) require implementation of a performance improvement plan at no additional cost; or (b) withhold up to 10% of the monthly retainer until performance improves.
    4. Persistent failure to meet KPIs (defined as failure to meet the same KPI in three or more months during the Term) shall constitute a material breach of this Agreement, entitling the Client to terminate the Agreement in accordance with Section 19.
    5. KPI targets may be adjusted by mutual written agreement to account for changes in scope, technology, or other material factors affecting performance measurement.
13. INTELLECTUAL PROPERTY RIGHTS
    1. All Deliverables created by the Service Provider under this Agreement, including any Intellectual Property rights therein, shall be the exclusive property of the Client upon creation and shall be deemed "works made for hire" as defined under U.S. copyright law. To the extent any Deliverable does not qualify as a work made for hire, the Service Provider hereby irrevocably assigns to the Client all right, title, and interest worldwide in and to such Deliverables, including all patents, copyrights, trade secrets, and other proprietary rights.
    2. To the extent any Deliverable incorporates pre-existing Intellectual Property of the Service Provider ("Background IP"), the Service Provider grants the Client a perpetual, irrevocable, worldwide, royalty-free license to use, modify, distribute, and sublicense such Background IP solely in connection with the Deliverables.
    3. The Service Provider shall execute all documents and take all actions reasonably requested by the Client to perfect, record, or enforce the Client's rights under this Section 13, including assignment agreements and copyright registrations, at no additional cost to the Client.
    4. The Service Provider represents and warrants that: (a) all Deliverables will be original work; (b) will not infringe any third-party Intellectual Property rights; and (c) the Service Provider has obtained all necessary rights to grant the Client full ownership and use of the Deliverables as contemplated herein.
    5. Upon termination or expiration of this Agreement, the Service Provider shall promptly deliver to the Client all work product, including unfinished Deliverables, and shall not retain any copies except as necessary to comply with applicable law or archival policies.
    6. othing in this Agreement shall prevent the Service Provider from using its general knowledge, skills, and experience gained during performance of the Services, provided such use does not infringe the Client's Intellectual Property rights in the Deliverables or disclose Confidential Information.
14. CONFIDENTIALITY AND DATA SECURITY
    1. Both parties shall maintain the confidentiality of all Confidential Information received from the other party during the Term and for 5 years thereafter, using at least the same degree of care as they use to protect their own confidential information, but no less than reasonable care.
    2. Confidential Information may only be used for performing obligations under this Agreement and shall not be disclosed to any third party without the disclosing party's prior written consent, except to employees, contractors, or advisors who need to know such information and are bound by confidentiality obligations at least as restrictive as those herein.
    3. The Service Provider shall implement and maintain appropriate technical and organizational security measures to protect Client data against unauthorized access, destruction, loss, alteration, or disclosure, including encryption of sensitive data in transit and at rest, access controls, and regular security assessments, consistent with industry standards for similar IT consulting services.
    4. In the event of any actual or suspected breach of confidentiality or data security, the affected party shall: (a) notify the other party within 48 hours of discovery; (b) take immediate steps to mitigate harm; and (c) cooperate fully in investigating and remediating the breach. The Service Provider shall bear all costs associated with breach notification and remediation if caused by its failure to meet security obligations under this Agreement.
    5. The confidentiality obligations shall not apply to information that: (a) is or becomes publicly available without breach of this Agreement; (b) was lawfully in the receiving party's possession prior to disclosure; (c) is independently developed without reference to Confidential Information; or (d) is rightfully received from a third party without restriction.
    6. Upon termination of this Agreement or at the disclosing party's request, the receiving party shall promptly return or destroy all Confidential Information and certify such destruction in writing, except for one archival copy retained solely for compliance purposes, provided such retained information remains subject to confidentiality obligations.
15. INSURANCE REQUIREMENTS
    1. The Service Provider shall maintain, at its own expense, Commercial General Liability Insurance with coverage limits of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, covering bodily injury, property damage, and personal and advertising injury arising from the performance of the Services under this Agreement.
    2. The Service Provider shall name the Client as an additional insured on all required insurance policies, with coverage at least as broad as ISO Form CG 20 10 07 04 or its equivalent. Such coverage shall be primary and non-contributory to any insurance maintained by the Client.
    3. The Service Provider shall provide the Client with certificates of insurance evidencing the required coverage: (a) prior to commencement of Services; (b) upon renewal of any policy; and (c) within 10 business days of any material change in coverage. Each certificate shall include a provision requiring the insurer to provide the Client with at least 30 days' prior written notice of cancellation or material reduction in coverage.
    4. The Service Provider's insurance shall be issued by insurers with an A.M. Best rating of at least A- VII and licensed to do business in Texas. The Service Provider shall not allow any required insurance to lapse during the Term of this Agreement.
    5. The Service Provider's compliance with these insurance requirements shall not limit its liability obligations under this Agreement. The Service Provider's failure to maintain the required insurance shall constitute a material breach of this Agreement, entitling the Client to suspend performance or terminate the Agreement immediately upon written notice.
16. INDEMNIFICATION
    1. The Service Provider shall indemnify, defend, and hold harmless the Client, its affiliates, and their respective officers, directors, employees, and agents from and against all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:
       1. The Service Provider's Gross Negligence or Willful Misconduct in performing the Services;
       2. Any breach of the Service Provider's representations, warranties, or obligations under this Agreement; or
       3. Any infringement or alleged infringement of third-party Intellectual Property rights by the Deliverables, except to the extent such infringement results from the Client's specifications or modifications.
    2. The indemnification obligations under this Section 16 shall not apply to the extent the claim arises from: (a) the Client's negligence or Willful Misconduct; (b) the Client's unauthorized modification or misuse of the Deliverables; or (c) the Client's failure to implement recommendations or updates provided by the Service Provider.
    3. The Client shall promptly notify the Service Provider in writing of any claim subject to indemnification hereunder. The Service Provider shall have sole control over the defense and settlement of such claim, provided that no settlement admitting liability or imposing obligations on the Client may be made without the Client's prior written consent, not to be unreasonably withheld. The Client shall cooperate with the Service Provider in the defense at the Service Provider's expense and may participate with counsel of its choosing at its own expense.
    4. This Section 16 states the Service Provider's entire liability and the Client's exclusive remedy for claims of the nature described herein.
17. REPRESENTATIONS AND WARRANTIES
    1. Each party represents and warrants to the other that:
       1. It has full power and authority to enter into this Agreement and perform its obligations hereunder;
       2. Its execution and performance of this Agreement will not violate any agreement with or rights of any third party or any applicable law, rule, or regulation;
       3. All information provided to the other party in connection with this Agreement is accurate and complete in all material respects.
    2. The Service Provider specifically represents and warrants that:
       1. The Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards;
       2. It possesses the necessary skills, qualifications, licenses, and resources to perform the Services;
       3. All Deliverables will materially conform to the specifications and Acceptance Criteria set forth in Exhibit A and will be free from material defects;
       4. It has all necessary rights, licenses, and permissions to grant the Intellectual Property rights specified in Section 13.
    3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED.
18. LIMITATION OF LIABILITY
    1. EXCEPT FOR (A) BREACHES OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 14, (B) INDEMNIFICATION OBLIGATIONS UNDER SECTION 16, OR (C) LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS INTERRUPTION, REGARDLESS OF THE THEORY OF LIABILITY OR FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE).
    2. THE SERVICE PROVIDER'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY THE CLIENT UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
    3. THE LIMITATIONS IN THIS SECTION 18 SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
    4. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, INCLUDING LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FRAUDULENT MISREPRESENTATION.
19. TERMINATION
    1. Either party may terminate this Agreement for convenience by providing the other party with 30 days' prior written notice (delivered via email with receipt confirmation or certified mail).
    2. Either party may terminate this Agreement immediately upon written notice if the other party: (a) materially breaches this Agreement and fails to cure such breach within 15 days of receiving written notice specifying the breach; or (b) becomes insolvent, files for bankruptcy, or ceases business operations.
    3. Upon termination, the Service Provider shall: (a) immediately cease all Services; (b) deliver all completed and partially completed Deliverables within 10 business days; and (c) return or destroy all Confidential Information as specified in Section 14.
    4. The Client shall pay the Service Provider for all Services performed and expenses incurred prior to termination, including any non-cancelable commitments approved by the Client and fees for partially completed Deliverables accepted by the Client, provided such amounts do not exceed the applicable budget in Exhibit A. A final invoice with supporting documentation shall be submitted within 15 days of termination.
    5. Termination shall not affect any rights or obligations that accrued prior to termination. Sections 13 (Intellectual Property Rights), 14 (Confidentiality and Data Security), 16 (Indemnification), 18 (Limitation of Liability), and this Section 19.5 shall survive termination of this Agreement.
20. DISPUTE RESOLUTION
    1. Any dispute arising under or relating to this Agreement shall first be submitted to good faith negotiations between designated senior representatives of both parties, who shall attempt to resolve the dispute within 30 days of written notice from either party specifying the nature of the dispute.
    2. If the dispute remains unresolved after 30 days, the parties shall submit to mandatory mediation in Austin, Texas, administered by a mutually agreed mediator under the then-current mediation rules of the American Arbitration Association. Each party shall bear its own costs, and mediation fees shall be shared equally. Mediation must be initiated within 60 days after the negotiation period ends.
    3. If mediation fails to resolve the dispute within 60 days of initiation, either party may initiate legal proceedings exclusively in the state or federal courts located in Travis County, Texas. The parties irrevocably submit to the jurisdiction of such courts and waive any objections to venue.
    4. Notwithstanding the foregoing, either party may seek injunctive relief in any court of competent jurisdiction to prevent irreparable harm, preserve the status quo, or enforce confidentiality obligations under Section 14.
    5. All dispute resolution proceedings under this Section 20 shall be confidential. The prevailing party in any legal action shall be entitled to recover its reasonable attorneys' fees and costs.
21. COMPLIANCE WITH LAWS AND REGULATIONS
    1. Both parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances in performing their obligations under this Agreement, including but not limited to the Texas Deceptive Trade Practices Act (DTPA) and data protection laws applicable to the Services.
    2. The Service Provider represents that it shall obtain and maintain all necessary licenses, permits, and approvals required to perform the Services throughout the Term.
    3. If the Services involve processing personal data, the Service Provider shall implement appropriate technical and organizational measures to protect such data in compliance with applicable privacy laws and shall promptly notify the Client of any data breaches as required by law.
    4. Neither party shall take any action that would cause the other party to violate export control laws, anti-corruption laws, or other applicable regulations.
    5. Nothing in this Agreement shall require either party to take any action that would violate applicable law, and any provision found to be unlawful shall be modified to the extent necessary to comply with law while preserving the parties' original intent to the maximum extent possible.
22. NOTICES
    1. All notices, approvals, consents, and other communications required or permitted under this Agreement shall be in writing and delivered: (a) by personal delivery; (b) by certified mail, return receipt requested; (c) by nationally recognized overnight courier; or (d) by email with read receipt confirmation, in each case to the addresses specified in Section 1.
    2. Notices shall be deemed effective: (a) upon receipt if delivered personally; (b) 3 business days after mailing if sent by certified mail; (c) 1 business day after dispatch if sent by overnight courier; or (d) upon transmission if sent by email (provided no automated error message is received).
    3. Either party may update its notice address by providing written notice to the other party in accordance with this Section 22.
23. MISCELLANEOUS PROVISIONS
    1. **Entire Agreement:** This Agreement, including all exhibits, constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior agreements, representations, and understandings, whether written or oral.
    2. **Amendment:** No amendment or modification of this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.
    3. **Severability:** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' intent.
    4. **Waiver:** No waiver of any breach of this Agreement shall constitute a waiver of any subsequent breach, and no waiver shall be effective unless made in writing. Failure to enforce any provision shall not constitute a waiver.
    5. **Independent Contractor:** The Service Provider is an independent contractor, and nothing in this Agreement shall create an employment, partnership, or joint venture relationship between the parties.
    6. **Assignment:** Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement to a successor in connection with a merger, acquisition, or sale of substantially all assets.
    7. **Force Majeure:** Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including acts of God, natural disasters, war, or government actions, provided the affected party promptly notifies the other party and uses reasonable efforts to mitigate the impact.
    8. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
    9. **No Third-Party Beneficiaries:** This Agreement is solely for the benefit of the parties and their permitted successors and assigns and does not confer any rights or remedies on any third party.
    10. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.
    11. **Survival:** Provisions that by their nature should survive termination, including but not limited to confidentiality, intellectual property, indemnification, and limitation of liability, shall survive.

Evergreen Tech Solutions LLC

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Skyward Consulting Inc.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_