

KRONISYS INC.

TERMS OF SERVICE

Effective Date: September 20, 2025

Questions? Contact us at info@kronisys.com

1. ACCEPTANCE OF TERMS

These Terms of Service ("Terms") constitute a legally binding agreement between you ("Client," "you," or "your") and Kronisys Inc., a corporation organized under the laws of Florida ("Company," "we," "us," or "our"). By engaging our services, accessing our website, or executing a service agreement, you acknowledge that you have read, understood, and agree to be bound by these Terms.

2. DEFINITIONS

"Services" means all software development, consulting, cloud architecture, cybersecurity, data engineering, digital transformation, and related professional services provided by Kronisys Inc.

"Deliverables" means any work product, software, documentation, reports, or materials created or provided by Company under a service agreement.

"Confidential Information" means any proprietary or confidential information disclosed by either party, including but not limited to technical data, business processes, client lists, and financial information.

"Project Agreement" means any statement of work, proposal, or contract that incorporates these Terms by reference.

3. SCOPE OF SERVICES

Company provides professional software development and technology consulting services including but not limited to:

- Custom software development and application design
- Cloud architecture and migration services
- Mobile application development (iOS and Android)
- Cybersecurity consulting and DevSecOps implementation
- Data engineering and analytics solutions
- Digital transformation consulting
- Technical support and maintenance services

Specific services, deliverables, timelines, and compensation shall be detailed in separate Project Agreements that incorporate these Terms by reference.

4. CLIENT RESPONSIBILITIES

Client agrees to:

1. Provide accurate and complete information necessary for service delivery
2. Grant Company reasonable access to systems, personnel, and resources required for project completion
3. Respond to Company requests for information or approvals within agreed timeframes
4. Maintain appropriate backups of data and systems
5. Comply with all applicable laws and regulations in connection with the Services
6. Provide timely payment in accordance with agreed terms

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Company Intellectual Property

Company retains all rights, title, and interest in and to its pre-existing intellectual property, methodologies, tools, frameworks, and any improvements or derivative works thereof developed during the performance of Services.

5.2 Client Intellectual Property

Client retains ownership of its pre-existing intellectual property and any data provided to Company for

the performance of Services.

5.3 Work Product

Unless otherwise specified in a Project Agreement, custom Deliverables created specifically for Client shall be owned by Client upon full payment, subject to Company's retained rights in its pre-existing intellectual property and general methodologies.

6. CONFIDENTIALITY

Each party acknowledges that it may have access to Confidential Information of the other party. Both parties agree to:

- Maintain the confidentiality of all Confidential Information
- Use Confidential Information solely for the purpose of performing or receiving Services
- Not disclose Confidential Information to third parties without prior written consent
- Return or destroy Confidential Information upon termination of the relationship

7. PAYMENT TERMS

Payment terms shall be specified in individual Project Agreements. Unless otherwise agreed:

- Invoices are due within thirty (30) days of receipt
- Late payments may incur interest charges of 1.5% per month
- Company may suspend services for overdue accounts
- Client is responsible for all collection costs and legal fees

8. WARRANTIES AND DISCLAIMERS

8.1 Company Warranties

Company warrants that Services will be performed in a professional and workmanlike manner in accordance with industry standards. Any warranty claims must be made within ninety (90) days of delivery.

8.2 Disclaimers

EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY'S LIABILITY EXCEED THE TOTAL FEES PAID BY CLIENT FOR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. INDEMNIFICATION

Client agrees to indemnify, defend, and hold harmless Company from any claims, damages, losses, or expenses arising from: (a) Client's breach of these Terms; (b) Client's negligent or wrongful acts; (c) unauthorized use of Deliverables; or (d) infringement of third-party rights by Client's content or data.

11. TERMINATION

Either party may terminate a Project Agreement with thirty (30) days written notice. Company may terminate immediately for non-payment or material breach. Upon termination, Client shall pay for all services performed through the termination date.

12. FORCE MAJEURE

Neither party shall be liable for delays or failures due to circumstances beyond their reasonable control, including acts of God, government actions, natural disasters, or cyber attacks.

13. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles. Any disputes shall be resolved in the state and federal courts located in Palm Beach County, Florida.

14. GENERAL PROVISIONS

14.1 Entire Agreement

These Terms, together with any Project Agreement, constitute the entire agreement between the parties and supersede all prior negotiations, representations, or agreements.

14.2 Modifications

These Terms may only be modified in writing signed by both parties.

14.3 Severability

If any provision is deemed invalid or unenforceable, the remainder shall remain in full force and effect.

14.4 Assignment

Client may not assign these Terms without Company's prior written consent. Company may assign these Terms to any affiliate or successor.