

Service Agreement

This Service Agreement (Agreement) is made on October 1, 2025, between Company A, Inc. (Service Provider) and Company B, LLC (Client).

1. Services

The Service Provider will perform the following services (Services): software implementation, system integration, and support. Changes to Services require a written change order signed by both parties.

2. Term

This Agreement starts on the effective date and continues for 12 months, unless terminated under Section 9.

3. Fees and payment

3.1 Fees: USD 120,000 as set out in Exhibit A.

3.2 Invoicing: monthly in arrears; payment due within 30 days of invoice.

3.3 The Service Provider may adjust the fees at any time upon written notice, effective immediately.

3.4 Late payments may incur interest at 1.0% per month or the maximum allowed by law.

4. Confidentiality and data

Each party shall keep the other party's confidential information confidential and use it only for this Agreement. The Service Provider will apply industry-standard safeguards to protect client data.

5. Intellectual property

Pre-existing intellectual property remains with its owner. Unless stated otherwise in Exhibit B, deliverables identified as client materials are owned by the Client upon full payment; the Service Provider retains tools, templates, and know-how.

6. Warranties; disclaimer

The Services will be performed in a professional and workmanlike manner. Except as stated here, the Services and deliverables are provided as is, and all implied warranties are disclaimed to the fullest extent permitted by law.

7. Indemnification

7.1 The Service Provider will indemnify the Client for third-party intellectual property infringement claims caused solely by the Services, subject to customary exclusions.

7.2 The Client will indemnify the Service Provider for claims arising from client materials or misuse of the Services.

8. Liability

Neither party is liable for indirect, incidental, or consequential damages. Each party's aggregate liability is capped at the fees paid or payable in the 12 months before the claim, except for liabilities that cannot be limited by law.

9. Termination

Either party may terminate for material breach not cured within 30 days after notice, or for convenience with 60 days' notice. On termination, the Client pays for Services performed and approved expenses through the effective date.

10. Dispute resolution

Good-faith executive negotiations for 30 days; if unresolved, confidential arbitration under the rules of JAMS in San Francisco, California, before one arbitrator. Judgment may be entered on the award.

11. Changes to this Agreement

The **Service Provider may amend this Agreement** by notifying the Client by email or by posting an updated version on its website; continued use of the Services constitutes acceptance of the amendments.

12. General

Governing law: Delaware, USA. Neither party may assign without the other party's consent, except in a merger or sale of substantially all assets. Notices must be in writing to the addresses above. This Agreement (with exhibits) is the entire agreement; waivers must be in writing; invalid terms are severed.

Signatures

Service Provider

Signature: _____ Name: Jane Smith Title: CEO Date: October 1, 2025

Client

Signature: _____ Name: John Doe Title: COO Date: October 1, 2025