

Standard Procurement Agreement

1.1 Scope of Services

Vendor shall provide procurement consulting, supplier evaluation, and inventory management services as described in Schedule A attached hereto.

1.2 Term and Renewal

Initial term of one (1) year from the Effective Date, automatically renewable for successive one-year periods unless either party provides ninety (90) days written notice of non-renewal.

1.3 Payment Terms

Customer shall pay all invoiced amounts within sixty (60) days of invoice receipt. Late payments shall accrue interest at 1.5% per month.

1.4 Limitation of Liability

Vendor's aggregate liability under this Agreement shall not exceed the fees paid by Customer in the twelve (12) months preceding the claim.

1.5 Termination for Cause

Either party may terminate this Agreement upon thirty (30) days written notice of material breach if the breach remains uncured during the notice period.

1.6 Data Handling

Vendor shall implement commercially reasonable technical and organizational measures to protect Customer data. Vendor maintains SOC 2 Type II certification.

1.7 Governing Law and Jurisdiction

This Agreement is governed by the laws of the State of California. Any disputes shall be resolved in the state or federal courts located in San Francisco County.