

Vendor Services Agreement

1.1 Services

Vendor shall provide IT consulting and managed services to Customer as described in mutually agreed Statements of Work.

1.2 Term

Initial term of two (2) years from the Effective Date. Auto-renews for one-year terms unless Customer provides one hundred twenty (120) 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 accrue interest at 2.5% per month.

1.4 Limitation of Liability

Vendor's aggregate liability under this Agreement shall not exceed the fees paid by Customer in the six (6) months preceding the claim.

1.5 Termination

Either party may terminate for material breach upon ninety (90) days written notice. Vendor may suspend services without notice for non-payment beyond thirty (30) days past the due date.

1.6 Indemnification

Customer shall indemnify Vendor against third-party claims arising from Customer's use of Vendor's deliverables. Vendor's indemnification obligations are limited to claims of direct IP infringement, capped at fees paid in the preceding twelve months.

1.7 Data and Security

Vendor will implement industry-standard security measures. Vendor intends to pursue SOC 2 Type II certification within eighteen (18) months but makes no current warranty of compliance.

1.8 Subprocessors

Vendor may engage subprocessors with sixty (60) days advance notice. Customer's only remedy for objection is termination for convenience subject to Section 1.5.

1.9 Governing Law

This Agreement is governed by the laws of the State of Texas.