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VENDOR AGREEMENT

This Vendor Agreement (the "Agreement") is made and entered into as of January 1, 2025 (the "Effective Date"), by and between:

COMPANY A, a Delaware corporation, with its principal place of business located at [Client's Address] ("Client"),

AND

VENDOR B, a California Limited Liability Company, with its principal place of business located at [Vendor's Address] ("Vendor").

RECITALS

WHEREAS, Client is engaged in the business of [Client's Business Description];

WHEREAS, Vendor is engaged in the business of providing [Vendor's Business Description];

WHEREAS, Client desires to engage Vendor to perform certain services as more fully described herein, and Vendor desires to perform such services for Client, all under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1. "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity. For purposes of this definition, "control" means the possession, directly or indirectly, of more than fifty percent (50%) of the voting power of the outstanding securities or other equity interests of such entity.

1.2. "Confidential Information" means any and all non-public information, whether tangible or intangible, disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), or to which the Receiving Party gains access in connection with this Agreement, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, business plans, financial information, customer lists, technical data, trade secrets, know-how, and proprietary information. Confidential Information does not include information that: (a) is or becomes publicly known through no wrongful act of the Receiving Party; (b) was in the Receiving Party's possession prior to its disclosure by the Disclosing Party, free of any obligation of confidence; (c) is rightfully received by the Receiving Party from a third party without restriction on disclosure and without breach of any obligation of confidence; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

1.3. "Effective Date" means January 1, 2025.

1.4. "Services" means the services to be performed by Vendor for Client as described in Section 4.

1.5. "Term" means the period of time during which this Agreement is in effect, as defined in Section 3.

2. TERM AND RENEWAL

2.1. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of two (2) years (the "Initial Term").

2.2. Automatic Renewal. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive periods of one

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(1) year each (each, a "Renewal Term"), unless either party provides written notice of its intent not to renew to the other party at least ninety (90) days prior to the expiration of the then-current term. The Initial Term and any Renewal Terms are collectively referred to as the "Term".

3. SERVICES / SCOPE OF WORK

3.1. Vendor shall provide the following services to Client: [Detailed description of services. For example: "Vendor shall provide cloud hosting and managed IT support services for Client's internal business applications. This includes but is not limited to server maintenance, network monitoring, security patching, user support, and disaster recovery planning. Specific deliverables and ser

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vice levels will be detailed in a separate Statement of Work (SOW) to be mutually agreed upon and attached hereto as Exhibit A."]

3.2. Vendor shall perform the Services in a professional and workmanlike manner, consistent with industry standards and best practices.

3.3. Client shall provide Vendor with reasonable access to its facilities, personnel, and information as may be necessary for Vendor to perform the Services.

3.4. Any modifications or additions to the Services shall be made in writing and signed by both parties, or through a mutually agreed-upon Statement of Work (SOW) process.

4. PAYMENT TERMS

4.1. Fees. In consideration for the Services, Client shall pay Vendor the fees set forth in Exhibit A, attached hereto and incorporated herein by reference.

4.2. Invoicing. Vendor shall submit invoices to Client on a [monthly/quarterly] basis, detailing the Services performed during the preceding billing period. Invoices shall be sent to [Client's Billing Contact and Address].

4.3. Payment. Client shall pay all undisputed invoices within thirty (30) days of receipt of the invoice. Payments shall be made via [Payment Method, e.g., wire transfer, check] to the account designated by Vendor.

4.4. Late Payments. Any amounts not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, from the due date until paid.

4.5. Expenses. Unless otherwise specified in Exhibit A, Client shall reimburse Vendor for all reasonable out-of-pocket expenses incurred by Vendor in connection with the performance of the Services, provided that such expenses are pre-approved in writing by Client and are accompanied by appropriate documentation.

5. LIABILITY AND INDEMNIFICATION

5.1. Limitation of Liability. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT OR AT LAW, IN NO EVENT SHALL VENDOR'S TOTAL AGGREGATE LIABILITY TO CLIENT OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED ZERO DOLLARS (\$0.00). THIS LIMITATION APPLIES EVEN IF ANY REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

5.2. Indemnification by Client. Client shall indemnify, defend, and hold harmless Vendor, its Affiliates, and their respective officers, directors, employees, agents, and representatives (collectively, "Vendor Indemnitees") from and against any and all claims, liabilities, damages, losses, costs, expenses, and causes of action of any kind or nature whatsoever, including reasonable attorneys' fees and costs, arising out of or relating to: (a) Client's breach of any provision of this Agreement; (b) Client's use or misuse of the Services or any deliverables provided by Vendor; (c) any third-party claims arising from Client's products, services, or business operations; (d) any act or omission of Client or its employees, agents, or contractors; or (e) any violation of any applicable law or regulation by Client. This indemnification obligation is uncapped and shall survive the termination of this Agreement.

5.3. Indemnification by Vendor. Vendor shall indemnify, defend, and hold harmless Client, its Affiliates, and their respective officers, directors, employees, agents, and representatives (collectively, "Client Indemnitees") from and against any and all claims, liabilities, damages, losses, costs, expenses, and causes of action of any kind or nature whatsoever, including reasonable attorneys' fees and costs, arising out of or relating to: (a) Vendor's breach of any provision of this Agreement; (b) Vendor's gross negligence or willful misconduct in the performance of the Services; or (c) any infringement of any third-party intellectual property rights by the Services, provided that Client promptly notifies Vendor in writing of such claim and Vendor has sole control of the defense and settlement of such claim.

6. CONFIDENTIALITY

6.1. Obligation of Confiden

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tiality. The Receiving Party shall hold the Disclosing Party's Confidential Information in strict confidence and shall not disclose such Confidential Information to any third party, nor use such Confidential Information for any purpose other than as necessary to perform its obligations or exercise its rights under this Agreement, without the prior written consent of the Disclosing Party.

6.2. Standard of Care. The Receiving Party shall exercise the same degree of care to protect the Disclosing Party's Confidential Information as it exercises to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

6.3. Permitted Disclosures. The Receiving Party may disclose Confidential Information to its employees, contractors, and professional advisors who have a need to know such information for the purpose of this Agreement, provided that such individuals are bound by confidentiality obligations at least as restrictive as those contained herein.

6.4. Return or Destruction of Confidential Information. Upon the termination or expiration of this Agreement, or upon the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party, or destroy and certify the destruction of, all Confidential Information of the Disclosing Party in its possession or control, including all copies thereof.

7. TERMINATION

7.1. Termination for Cause. Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach.

7.2. Termination for Convenience. Client may terminate this Agreement for any reason or no reason upon sixty (60) days' prior written notice to Vendor.

7.3. Effect of Termination. Upon termination or expiration of this Agreement: (a) Vendor shall cease all performance of the Services; (b) Client shall pay Vendor for all Services performed and expenses incurred up to the effective date of termination or expiration; and (c) the provisions of Sections 5, 6, 7.3, 9, and 10 shall survive the termination or expiration of this Agreement.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1. Governing Law. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, without regard to its conflict of laws principles.

8.2. Dispute Resolution. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall take place in Wilmington, Delaware. The award rendered by the arbitrator(s) shall be final and binding upon the parties. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

9. GENERAL PROVISIONS

9.1. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given: (a) when delivered personally; (b) when sent by confirmed facsimile transmission or email; (c) when received by certified or registered mail, postage prepaid, return receipt requested; or (d) one (1) business day after deposit with a nationally recognized overnight courier service, in each case to the addresses set forth in the preamble to this Agreement or to such other address as either party may designate by written notice to the other party.

9.2. Entire Agreement. This Agreement, including any exhibits and schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, neg

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otiations, and discussions, whether oral or written, of the parties.

9.3. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, and the remainder of this Agreement shall continue in full force and effect.

9.4. Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or of any other provision of this Agreement. No waiver shall be effective unless in writing and signed by the party waiving its rights.

9.5. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this Agreement to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided that the assignee agrees in writing to be bound by all the terms and conditions of this Agreement.

9.6. Independent Contractors. The parties are independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between them. Vendor shall be solely responsible for the payment of all taxes, contributions, and other amounts required to be paid with respect to its employees and its income.

9.7. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement (other than the obligation to pay money) if such delay or failure is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or other labor disputes, or shortages of transportation facilities, fuel, energy, labor, or materials. The party affected by such event shall give prompt written notice to the other party and shall use its best efforts to resume performance as soon as practicable.

10. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Vendor Agreement as of the Effective Date.

COMPANY A

By: _____

Name:

Title:

VENDOR B

By: _____

Name:

Title: