

AGGRESSIVE VENDOR SERVICES AGREEMENT

Agreement Effective Date: January 1st, 2024

PARTIES

This Agreement is between **Innovate Solutions LLC** ("Vendor"), and **The Client Company** ("Client").

1. TERM AND AUTOMATIC RENEWAL

This Agreement shall be effective for an initial term of one (1) year. This Agreement shall **automatically renew for successive two-year periods** unless Client provides a written notice of non-renewal at least **ten (10) days** prior to the end of the current term. Oral notices are not acceptable. Vendor may terminate for any reason with 90 days notice.

2. UNILATERAL MODIFICATION OF SERVICES & PRICING

Vendor reserves the absolute right to modify the terms, conditions, and pricing of the services provided under this Agreement at any time, for any reason, **without prior notice to the Client**. Any such modifications shall become effective immediately upon being posted to the Vendor's online portal. Client's continued use of the services following such changes constitutes binding acceptance of the modified terms.

3. PAYMENT, INVOICING, AND EXTREME LATE FEES

Client shall pay all invoiced fees within fifteen (15) days of the invoice date. Any payment not received within this period shall be considered delinquent and will accrue a late payment fee of **thirty percent (30%) per month** on the outstanding balance until paid in full. All payments are non-refundable.

4. LIMITATION OF LIABILITY (VENDOR FAVORING)

IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, GOODWILL, OR USE, REGARDLESS OF WHETHER VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VENDOR'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO VENDOR IN THE ONE (1) MONTH PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

5. INDEMNIFICATION (ONE-WAY)

Client agrees to fully indemnify, defend, and hold harmless Vendor, its officers, directors, employees, and agents from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating in any way to the Client's use of the services, breach of this Agreement, or any third-party claim. Vendor has no obligation to indemnify Client under any circumstances.

6. DISPUTE RESOLUTION AND EXCLUSIVE JURISDICTION

Any and all disputes arising out of or relating to this Agreement shall be resolved exclusively through binding arbitration. The arbitration shall take place in the **jurisdiction of Vendor's choosing**, at a time designated by the Vendor. The Client explicitly waives any and all rights to a jury trial or to participate in any class-action lawsuit. The prevailing party will be entitled to recover all legal fees.

7. CONFIDENTIALITY

Client shall maintain as confidential all information received from Vendor, but Vendor is under no obligation to maintain the confidentiality of any information received from Client. Vendor is free to use Client data for marketing and internal analytics.