

PROFESSIONAL SERVICES AGREEMENT

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This Professional Services Agreement ("Agreement") is entered into as of March 15, 2023 ("Effective Date"),

by and between Acme Corporation, a Delaware corporation ("Client"), having its principal place of business at

100 Commerce Street, Wilmington, DE 19801, and LexTech Solutions LLC, a New York limited liability company

("Service Provider"), having its principal place of business at 200 Park Avenue, New York, NY 10166.

1. SERVICES

Service Provider agrees to provide Client with legal technology consulting services as described in Exhibit A attached hereto ("Services"). Service Provider shall perform the Services in a professional and workmanlike manner consistent with industry standards.

2. TERM

This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months unless earlier terminated in accordance with Section 9 of this Agreement.

3. COMPENSATION

Client shall pay Service Provider a monthly retainer fee of USD \$15,000 (fifteen thousand dollars), due and payable within thirty (30) days of invoice. Late payments shall accrue interest at the rate of 1.5% per month.

4. CONFIDENTIALITY

Each party agrees to keep confidential all non-public information disclosed by the other party ("Confidential Information") and to use such Confidential Information solely for the purposes of this Agreement. This obligation shall survive termination for a period of five (5) years.

5. INDEMNIFICATION

Service Provider shall indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Service Provider's negligence, willful misconduct, or breach of this Agreement.

6. LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, incidental, special, exemplary, or consequential damages, even if advised of the possibility of such damages.

The total cumulative liability of Service Provider under this Agreement shall not exceed the total fees paid by Client in the twelve (12) months preceding the claim.

7. INTELLECTUAL PROPERTY

All work product created by Service Provider specifically for Client under this Agreement shall be considered "work made for hire" and shall be owned exclusively by Client upon full payment.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. Any disputes shall be resolved by binding arbitration in New York City under the rules of JAMS.

9. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice. Client may terminate immediately for cause if Service Provider materially breaches this Agreement and fails to cure such breach within fifteen (15) days of written notice.

10. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including acts of God, war, terrorism, pandemics, government orders, or natural disasters ("Force Majeure Event").

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ACME CORPORATION LEXTECH SOLUTIONS LLC

By: _____ By: _____

Name: John Smith Name: Sarah Johnson

Title: Chief Executive Officer Title: Managing Member

Date: March 15, 2023 Date: March 15, 2023

EXHIBIT A – SCOPE OF SERVICES

1. Legal technology assessment and roadmap development
2. Contract lifecycle management system implementation
3. AI-powered document review configuration and training
4. Staff training and change management support

Client Matter ID: ACM-2023-0315