

# SERVICE AGREEMENT

Contract ID: 46ba552f-91bf-4d64-aceb-ae194408d844

## BETWEEN:

Vertex Consulting LLC ("Provider")  
Contact: Contact 166  
Email: contact166@vertexconsultingllc.com

## AND:

Demo Enterprise Corporation ("Client")  
123 Business Avenue, Suite 100  
San Francisco, CA 94105

## 1. AGREEMENT DETAILS

Contract Title: Contract #128 - Multi-Year consulting  
Contract Type: SUBSCRIPTION  
Contract Value: \$219,762  
Start Date: 2025-06-08  
End Date: 2027-05-26  
Auto-Renewal: No  
Status: PENDING\_REVIEW

## 2. SCOPE OF WORK

Provider shall deliver services as described in the attached Statement of Work, including all agreed-upon deliverables, timelines, and quality standards.

## 3. PAYMENT TERMS

Payment terms are Net 30 from date of invoice. Late payments shall incur interest at 1.5% per month or the maximum rate permitted by law, whichever is less.

Total Contract Value: \$219,762

## 4. CONFIDENTIALITY

Both parties agree to maintain strict confidentiality of all proprietary information exchanged during the term of this agreement. Neither party shall disclose such information to any third party without prior written consent.

## 5. WARRANTY

Services shall be performed in a professional and workmanlike manner consistent with industry standards. Provider warrants that deliverables will conform to specifications agreed upon in writing.

## **6. LIMITATION OF LIABILITY**

Neither party shall be liable for any indirect, incidental, consequential, or punitive damages arising from this agreement. Total liability shall not exceed the total fees paid under this agreement.

## **7. INTELLECTUAL PROPERTY**

All intellectual property rights in deliverables created under this agreement shall vest in the Client upon full payment. Provider retains rights to pre-existing materials and tools.

## **8. TERMINATION**

Either party may terminate this agreement with 30 days written notice. In the event of material breach, the non-breaching party may terminate immediately upon written notice.

## **9. FORCE MAJEURE**

Neither party shall be liable for delays or failures in performance resulting from acts beyond reasonable control, including natural disasters, war, terrorism, or government actions.

## **10. GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

## **SIGNATURES**

Provider:

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Contact 166  
Vertex Consulting LLC  
Date: 11/13/2025

Client:

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Demo User  
Demo Enterprise Corporation  
Date: 11/13/2025

