SERVICE AGREEMENT

This Service Agreement ("Agreement") is made effective as of January 1, 2024, by and between Acme Corporation ("Provider") with offices located at 123 Innovation Way, San Francisco, CA, and Client Incorporated ("Client") with offices located at 789 Business Blvd, New York, NY.

1. SERVICES

The Provider agrees to provide professional software development, integration, and maintenance services (collectively, the "Services") as requested by the Client and as outlined in the Statement of Work (SOW) attached to this Agreement.

2. TERM

This Agreement shall begin on January 1, 2024, and shall remain in effect for a term of twelve (12) months unless terminated earlier in accordance with Section 10.

3. COMPENSATION

The Client agrees to pay the Provider a monthly fee of $12,500, payable within fifteen (15) days of receipt of invoice. Late payments shall incur interest at 1.5% per month.

4. EXPENSES

The Client shall reimburse the Provider for pre-approved out-of-pocket expenses incurred in connection with the performance of the Services, including travel and lodging.

5. CONFIDENTIALITY

Each party agrees to maintain the confidentiality of any proprietary or confidential information disclosed during the term of this Agreement and to use such information solely for the purpose of fulfilling its obligations under this Agreement.

6. INTELLECTUAL PROPERTY

All intellectual property developed under this Agreement shall be the sole and exclusive property of the Client. The Provider agrees to assign all rights, title, and interest in and to such intellectual property to the Client.

7. WARRANTIES

The Provider warrants that the Services will be performed in a professional and workmanlike manner. The Provider disclaims all other warranties, express or implied, including fitness for a particular purpose.

8. LIMITATION OF LIABILITY

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

9. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party from any claims, damages, or expenses arising out of its own negligence or willful misconduct.

10. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice. Upon termination, the Client shall pay for all Services rendered through the termination date.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles.

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

_____   _____

Authorized Representative   Authorized Representative

Acme Corporation   Client Incorporated