

Services Agreement

A fictional vendor agreement for practicing document review. All parties, projects, and terms below are invented.

PROVIDER	Northbank Digital Services LLC
CLIENT	Westhaven Logistics Co.
EFFECTIVE DATE	September 1, 2026
PROJECT	Regional operations reporting rollout

Northbank Digital Services LLC (Provider) and Westhaven Logistics Co. (Client) agree to the following terms for the project described above.

1. Services and deliverables

Provider will configure a reporting workspace for twelve Client offices, migrate the fields listed in the project schedule, and provide administrator training. The parties will approve a written work plan with milestones, acceptance criteria, and named project contacts within ten business days.

A change to the agreed scope or delivery date requires a written change order approved by both project contacts before the affected work begins.

2. Project governance

The project contacts will hold a weekly status meeting. Provider will keep a shared risk log recording the owner, target date, and proposed response for each open issue. Client will review deliverables within five business days and give a reasoned acceptance or rejection.

3. Fees and payment

Client will pay the fixed implementation fee in three installments tied to the work plan: kickoff, pilot acceptance, and final acceptance. Undisputed invoices are due thirty days after receipt. Any additional work requires a signed change order stating its price.

4. Term

This Agreement begins on the effective date and continues through final acceptance unless ended earlier under Section 9. Ongoing support, if requested, will be governed by a separate written order.

5. Confidentiality

Each party may receive nonpublic business, technical, or financial information from the other party. The receiving party will use that information only to perform or evaluate this Agreement, limit access to personnel who need it, and apply reasonable safeguards.

These duties do not cover information that is public without breach, was already known without restriction, was independently developed, or was lawfully received from another source.

6. Client data and security

Client retains ownership of its data. Provider may access Client data only to deliver the services and will notify Client without undue delay after discovering unauthorized access to data used for the project. The project contacts will agree in writing on any data transfer outside Client's approved environment.

7. Assignment and change of control

Neither party may assign this Agreement, or transfer substantially all of its obligations under it, without the other party's prior written consent. That consent may not be unreasonably withheld or delayed.

A party may assign this Agreement to an affiliate or to a successor in a sale of substantially all of the business to which this Agreement relates, provided the successor assumes the obligations in writing and the assigning party gives notice within ten business days.

For this Section, a change of control means a transaction after which a new person or group holds a majority of the voting interests of a party. A change of control does not by itself constitute an assignment under this Section. The parties should review any separate security or data-access approval required for the successor.

8. Subcontractors

Provider remains responsible for its subcontractors' work. Provider will give Client advance notice before a new subcontractor receives access to Client data and will obtain Client's written consent for that access. The consent requirement in this Section is separate from the assignment consent in Section 7.

9. Termination and transition

Either party may end this Agreement for a material breach that remains uncured thirty days after written notice describing the breach. Either party may end it immediately if the other party stops operating and cannot reasonably perform its remaining obligations.

On termination, Provider will return or delete Client data according to Client's written direction, subject to any agreed retention requirement. Client will pay for accepted work completed before termination.

10. Notices

Notices under Sections 7 and 9 must be sent to the project contacts and the legal notices addresses in the work plan. A notice is effective when acknowledged by email or delivered by tracked courier. Routine project updates may be sent by ordinary email.

11. Liability

Except for confidentiality obligations, misuse of Client data, and unpaid fees, each party's aggregate liability under this Agreement is limited to the fees paid or payable for the services. Neither party is liable for lost profits or indirect damages arising from the project.

12. General

This Agreement and the signed work plan are the entire agreement for the described project. Amendments must be in writing and signed by authorized representatives of both parties. A waiver on one occasion does not waive a later breach.

NORTHBANK DIGITAL SERVICES LLC

Signature: _____

Name / title: _____

Date: _____

WESTHAVEN LOGISTICS CO.

Signature: _____

Name / title: _____

Date: _____