

VENDOR SERVICES AGREEMENT

Client: Brightpath Consulting LLC · Governing law: United States
SAMPLE DOCUMENT — provided by ContractRisk.io to demonstrate AI contract review. Not legal advice.

1. Services

Brightpath shall perform the professional services described in each Statement of Work ("SOW") executed by the parties. Each SOW shall describe the scope, deliverables, timeline, and fees for the applicable engagement. In the event of a conflict between this Agreement and an SOW, this Agreement shall control unless the SOW expressly states otherwise.

2. Fees and Payment

The Client shall pay Brightpath the fees set forth in each SOW. Invoices are payable within sixty (60) days of receipt. Undisputed amounts not paid when due shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less. The Client shall reimburse reasonable, pre-approved travel and out-of-pocket expenses.

3. Intellectual Property

All deliverables, work product, and materials developed by Brightpath in the course of providing the Services shall remain the sole and exclusive property of Brightpath. Brightpath grants the Client a non-exclusive, non-transferable, revocable license to use the deliverables solely for the Client's internal business purposes. The Client shall acquire no ownership rights in any deliverable.

4. Term and Termination

This Agreement begins on the Effective Date and continues until terminated. Either party may terminate this Agreement or any SOW for convenience upon thirty (30) days' written notice. Upon termination, the Client shall pay for all Services performed through the effective date of termination. Sections relating to intellectual property, confidentiality, and indemnification shall survive termination.

5. Warranties

Brightpath warrants that the Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Brightpath's sole obligation, and the Client's exclusive remedy, for a breach of this warranty shall be re-performance of the deficient Services, provided the Client notifies Brightpath in writing within ten (10) days of the deficient performance.

6. Indemnification

The Client shall indemnify, defend, and hold harmless Brightpath from any claims, losses, or damages arising out of or relating to the engagement, including claims brought by the Client's customers or end users, regardless of the cause, except to the extent caused by Brightpath's gross negligence or willful misconduct.

7. Insurance

Brightpath shall maintain, at its own expense, commercial general liability insurance of not less than \$1,000,000 per occurrence and professional liability (errors and omissions) insurance of not less than \$2,000,000 in the aggregate, and shall provide certificates of insurance upon the Client's request.

8. Confidentiality

Each party shall protect the other's Confidential Information using reasonable care and shall not use or disclose it except as necessary to perform under this Agreement. These obligations survive for three (3) years following termination.