

SAMPLE SERVICES AGREEMENT

Prepared as a demonstration contract for annotation workflows

This Sample Services Agreement (the "**Agreement**") is entered into as of March 28, 2026 (the "**Effective Date**"), by and between **Northshore Analytics LLC**, a Delaware limited liability company ("Provider"), and **Harbor Peak Retail Group, Inc.**, a Washington corporation ("Client"). Provider and Client may each be referred to herein as a "**Party**" and collectively as the "**Parties**."

This sample is intentionally formatted with generous margins, numbered headings, and clear clause labels so annotation tools can point to exact provisions and place explanations beside them.

1. SERVICES

1.1 Scope of Services. Provider shall perform the data reporting, dashboard maintenance, and related advisory services described in one or more statements of work executed under this Agreement. Each statement of work shall describe the applicable deliverables, service levels, milestones, and business contacts.

1.2 Standard of Performance. Provider shall perform the Services in a professional and workmanlike manner using personnel with appropriate skill, training, and experience.

2. TERM AND RENEWAL

2.1 Initial Term. The initial term of this Agreement shall commence on the Effective Date and continue for a period of twelve (12) months unless earlier terminated in accordance with this Agreement.

2.2 Automatic Renewal. Upon expiration of the initial term, this Agreement shall automatically renew for successive one-year renewal terms unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

2.3 Effect of Renewal. During any renewal term, the Agreement shall continue on the same terms and conditions unless the Parties agree otherwise in writing.

3. FEES AND PRICING

3.1 Subscription Fees. Client shall pay Provider a recurring service fee of **\$4,800 per month** for the Services described in the applicable statement of work.

3.2 Annual Price Adjustment. Beginning on the first anniversary of the Effective Date and on each anniversary thereafter, Provider may increase the monthly service fee by up to **5%** upon at least thirty (30) days' prior written notice to Client.

3.3 Invoices; Payment Terms. Provider shall invoice Client monthly in advance, and Client shall pay all undisputed amounts within thirty (30) days after receipt of invoice.

3.4 Late Payments. Any undisputed amount not paid when due may accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law.

4. CONFIDENTIALITY

4.1 Each Party shall protect the other Party's non-public business, technical, and financial information using reasonable care and shall not disclose such information to any third party except as permitted under this Agreement.

4.2 The receiving Party may use Confidential Information solely as necessary to perform its obligations or exercise its rights under this Agreement.

5. DATA SECURITY

5.1 Provider shall maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Client data against unauthorized access, acquisition, destruction, use, modification, or disclosure.

5.2 Provider shall notify Client without undue delay after confirming any security incident materially affecting Client data.

6. TERMINATION

6.1 **Termination for Convenience.** Either Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice to the other Party after the first six (6) months of the initial term.

6.2 **Termination for Cause.** Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice describing the breach in reasonable detail.

6.3 **Insolvency.** Either Party may terminate this Agreement immediately if the other Party becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to any bankruptcy or similar proceeding that is not dismissed within sixty (60) days.

6.4 **Effect of Termination.** Upon termination or expiration of this Agreement, Client shall pay Provider for all Services performed and all undisputed fees accrued through the effective date of termination, and each Party shall return or destroy the other Party's Confidential Information, subject to any legal retention obligations.

7. WARRANTIES AND DISCLAIMERS

7.1 Provider warrants that the Services will be performed in a professional manner consistent with generally accepted industry standards.

7.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS," AND PROVIDER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

8.1 **Exclusion of Certain Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 **Liability Cap.** EXCEPT FOR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF SECTION 4 (CONFIDENTIALITY), EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO PROVIDER

UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. GENERAL

9.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflicts of law principles.

9.2 **Entire Agreement.** This Agreement, together with all statements of work executed hereunder, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior and contemporaneous understandings relating thereto.

9.3 **Amendments.** No amendment to this Agreement shall be effective unless in writing and signed by authorized representatives of both Parties.

9.4 **Notices.** All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or sent by email with confirmation of transmission to the contact information designated by each Party.

PROVIDER

CLIENT

Northshore Analytics LLC

Harbor Peak Retail Group, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____