

Washington Business Services Agreement

Version 0.4.0 | October 7, 2026

Provider-protective business-to-business draft with statement of work. Not an employment, consumer or universally applicable contract. Read all terms, complete Client details and sign on paper.

Provider: AutomaWorx, the business operating automaworx.com, acting through its legal owner. Provider's owner, authorized staff, officers and contractors are protected persons under the risk allocation, confidentiality and intellectual-property provisions to the extent legally permitted. This description does not assert a registered entity type.

Printed name

Company legal name, if applicable

Date

The effective date is the date AutomaWorx accepts these terms through the acceptance method stated below.

If a company is named, it is Client and the signer represents authority to bind it; otherwise the signer is Client individually. No representative personally guarantees a company's debts merely by signing.

These standard terms apply to business services described in a separately accepted written quote or statement of work. No work, fee or privileged system action is authorized by this document alone.

1. Written scope and controlled changes

Provider supplies only the services and deliverables in the separately signed or otherwise expressly accepted written quote or statement of work. Features, integrations, revisions, support, source-code transfer, regulated-data processing and ongoing hosting not expressly listed are excluded. Only the designated approval contacts may approve a signed change order specifying changed scope, fees, schedule and permissions. Client messages or access grants alone do not expand the project. Provider may use qualified subcontractors under appropriate confidentiality and security duties, subject to agreed data-access restrictions.

2. Fees, invoicing and suspension

The accepted written quote or statement of work fixes the deposit, milestones, rates and expenses; no amount is created by these standard terms. Undisputed invoices are due within 15 calendar days. Client must identify a good-faith billing dispute with specific reasons within that period and pay undisputed amounts. Provider may pause work after written notice and a further 10 calendar days to cure nonpayment or a material access failure. An immediate pause is permitted for a credible security threat, unlawful instruction or risk of unauthorized action, with prompt explanation. Schedules extend reasonably for Client delay or a justified pause. No late interest, automatic penalty or blanket forfeiture applies under this draft. Client remains responsible for earned fees, approved expenses and previously approved noncancelable third-party commitments, with credit for sums already paid.

3. Client responsibilities and safe authorization

Client warrants authority to provide its materials and access, obtain required consents, maintain lawful instructions and validate outputs before consequential use. Client retains its systems, data and backups. Credentials use an agreed secure channel, scoped permissions and revocation controls. Privileged actions require the allowlist and approval limits in the accepted quote or statement of work. Personal or regulated data access requires a separate signed data-processing and security schedule before access. This agreement does not authorize unlawful discrimination, surveillance, security testing or access beyond the written scope.

4. Acceptance and limited performance commitment

Client has 10 business days after delivery to give written notice identifying a material failure against a specific acceptance criterion. Provider will investigate and reasonably correct verified in-scope failures. If Client gives no such notice, or uses the deliverable in production, the milestone is accepted, except for latent defects or rights that cannot lawfully be waived. Provider will perform with reasonable professional care. Notice of a covered defect must be given within 30 days after acceptance; correction or reperformance is the first remedy. If correction is not commercially reasonable or fails after a reasonable opportunity, Client may terminate the affected work and recover the fees paid for the unusable affected deliverable. No guaranteed revenue, fundraising, accuracy level, uninterrupted availability or elimination of security incidents is promised. Third-party products follow their own terms. Mandatory statutory rights remain intact.

5. Provider ownership and delivery license

Client retains its supplied data and materials and grants only the project license needed to perform the work. Provider retains ownership of its pre-existing and reusable code, tools, workflows, templates, libraries, methods, improvements and project deliverables unless a signed statement of work explicitly identifies a different assignment. After full payment of the affected milestone, Client receives a perpetual, nonexclusive license to use its delivered configuration and deliverables internally for its business; necessary contractors may use them solely for Client under protective duties. No resale, sublicensing for unrelated customers, publication of source code or extraction of reusable Provider components is authorized. Third-party and open-source licenses retain priority for their components. Source delivery and ownership buyouts require express pricing and written terms. Provider does not acquire Client personal data or confidential materials through this clause.

6. Confidentiality and publicity

Both parties protect nonpublic business information, use it solely for performance, limit access to bound representatives and apply reasonable security. The exclusions are documented prior knowledge, lawful third-party receipt, independent development and information becoming public without breach. Ordinary protection lasts five years from disclosure; trade-secret protection lasts while legally qualifying. A separately signed AutomaWorx NDA adds compatible duties; statutory protected disclosures prevail. Neither party may publish the other's name, logo, screenshots or confidential results without written consent. Provider may reuse general know-how and unencumbered reusable components without disclosing Client confidential information.

7. Risk allocation and third-party claims

To the extent legally permitted, Provider's aggregate liability arising from the affected statement of work will not exceed the fees paid and payable for that statement of work during the 12 months before the event giving rise to the claim. Neither party is liable for consequential, special or punitive loss to the extent a negotiated exclusion is permitted by law. These limitations do not exclude fraud, willful misconduct, liability that cannot lawfully be limited, or mandatory remedies. Client's earned payment duties and liability for unauthorized exploitation of Provider intellectual property are not limited by the Provider cap. Client will defend and indemnify Provider against third-party claims caused by Client-supplied infringing materials, unlawful Client instructions or Client use beyond the agreed license, excluding loss caused by Provider's own wrongful conduct. Provider must give prompt notice, permit Client's reasonable defense control and cooperate; no settlement may admit Provider fault or impose a nonmonetary obligation without its written consent. Any further security liability or reciprocal IP indemnity must be negotiated expressly before execution.

8. Termination and responsible exit

Either party may terminate on 15 calendar days' written notice. A material breach may support termination after 10 calendar days' written opportunity to cure, except a breach incapable of cure or an urgent unlawful/security condition. Client pays earned fees, approved expenses and approved noncancelable commitments. Provider returns the unused portion of prepaid unearned fees after reconciling those charges. Paid milestone licenses survive; unpaid rights are not transferred. Provider will return available Client materials and revoke access under the exit schedule, without using Client data as payment leverage. Additional transition work is separately scoped and priced. Legal preservation duties control deletion.

9. Washington disputes and general terms

Washington substantive law governs subject to nonwaivable applicable law. Parties first attempt a good-faith resolution for 15 calendar days after written dispute notice; urgent court relief and statutory filing deadlines are not delayed. A Washington state or federal court with proper jurisdiction and venue is the agreed forum to the extent legally permitted. Reasonable prevailing-party attorney fees and costs apply as allowed by RCW 4.84.330. There is no mandatory arbitration, employee non-compete, personal guaranty or waiver of nonwaivable claims. Neither party is the other's agent. Uncontrollable events reasonably extend affected performance, with prompt notice and mitigation, but do not excuse sums already earned. The signed agreement and statement of work are the complete agreement; changes require both parties' signatures. A statement of work overrides this agreement only when it expressly identifies the changed clause. Invalid terms do not authorize enforcement contrary to law.

10. Work-order requirements and acceptance

Before work starts, Provider and Client must separately accept a written quote or statement of work identifying the actual deliverables, fees, payment milestones, dates, dependencies, measurable acceptance criteria and approval contacts. It must expressly state any production actions, personal-data processing, support commitment, source-code delivery or ownership exception. Unlisted support, ownership transfers and privileged actions are excluded. A work order changes these standard terms only if it expressly identifies the changed clause. If no work order is accepted, these terms do not authorize paid work or create a minimum purchase obligation.

Client handwritten signature: _____

Provider accepts through its authorized written confirmation of the work order. Client receives a copy of that accepted record and these terms. The parties may instead countersign the paper copy.