Apex Documentation Group

DOCUMENTATION, GOVERNANCE & COMPLIANCE

Professional Services Agreement

Documentation services for organizations · Colorado

PROVIDER

Lincoln & Main Services LLC, a Colorado limited liability company
doing business as **Apex Documentation Group** ("Apex")
1500 N Grant St, Ste R, Denver, CO 80203
hello@apexdocumentationgroup.com

CLIENT

Legal name: _____
Entity type and state: _____
Address: _____
Contact email: _____

This Professional Services Agreement (the "Agreement") is effective on the date of the last signature below or, for an order placed on Apex's website, on the date the Client accepts this Agreement at checkout (the "Effective Date"). Version 2.0, November 2026. Apex and the Client are each a "party."

1. Services and Statements of Work

Apex will provide the documentation services described in one or more Statements of Work ("SOW") signed or approved in writing by both parties. Exhibit A is the SOW form. Each SOW states the service, deliverables, fee, timeline and communication option. If an SOW conflicts with this Agreement, the SOW controls only for that SOW and only where it says so expressly.

Online orders. The Client may also order a fixed-price package on Apex's order page. The package description on the order page, the Client's order form and Apex's written scope confirmation together are the SOW for that order, and no signature is needed. Apex confirms scope by email within one business day. If the materials are larger than the package ordered, Apex states the difference before starting, and the Client may approve the added fee, reduce the scope, or cancel for a full refund.

2. Client responsibilities

The Client will:

- provide the documents, access and subject-matter answers Apex reasonably needs, and name one point of contact who can approve work;
- review drafts and answer questions within five business days, or as the SOW states;
- make sure it has the right to share every document and piece of information it gives Apex; and
- tell Apex in writing about any legal, regulatory or contractual requirement a deliverable must meet.

Timelines start when Apex has the payment due at the start and the materials listed in the SOW. Client delays extend the timeline by the same amount.

3. Fees and payment

- **Fixed-price packages ordered online:** paid in full by card at checkout. Work starts on the date in Apex's scope confirmation.
- **Projects quoted in a signed SOW:** 50% deposit to begin, balance on delivery, unless the SOW states otherwise. The deposit is credited to the project fee.
- **Monthly services** (Document Control and Monthly Documentation Partner): charged at the start of each service month, month to month, until cancelled under Section 14. Work a monthly plan does not cover is quoted before it starts. Unused monthly allowances do not carry over.
- **Conference Consult option:** one 60-minute audio kickoff call for $1,000 where the order or SOW selects it. The call is scheduled by calendar invite and followed by a written recap.
- **Refunds.** If the Client cancels in writing before work begins, Apex refunds the amount paid in full. After work begins, refunds follow Section 14.
- Invoices are due within 15 days. Apex may pause work while an invoice is more than 15 days past due, or a card charge has failed and not been cured within 5 business days, after notice by email. The Client will not dispute a card charge without first giving Apex written notice and 10 business days to resolve the issue.
- Fees do not include sales or similar taxes, which the Client pays where they apply. Apex does not charge for expenses unless the Client approves them in writing first.

4. Revisions, acceptance and changes

Each deliverable includes one round of consolidated written revisions, requested within 10 business days of delivery, unless the SOW states otherwise. A deliverable is accepted when the Client approves it in writing or 10 business days pass after delivery without a written list of specific corrections. Work outside the SOW, or further rounds of revisions, needs a written change order (email is enough) stating the added work, fee and timing.

5. The Client controls its documents

The Client owns and approves its documents. Apex does not issue, publish or put any document into effect. The Client is responsible for approving every change and for keeping the official, controlled versions in its own systems. Apex's working copies, registers and trackers support the Client's process; they are not a validated electronic system of record.

6. What Apex does not provide

Apex provides documentation, organization and writing services. Apex does not provide legal advice, security testing, regulatory certification, audit opinions or full system implementation, and does not guarantee the outcome of any audit, inspection or review. The Client remains responsible for its own compliance and for review of deliverables by its own counsel or compliance staff where needed.

7. Confidentiality

"Confidential Information" is non-public information one party shares with the other for this Agreement, including the Client's documents. It does not include information that is or becomes public through no fault of the receiving party, was already known to it, is independently developed, or is lawfully received from someone else without a duty of confidence.

The receiving party will use Confidential Information only to perform or receive the services, protect it with at least reasonable care, and share it only with people who need it for this Agreement and are bound by similar duties. If the law requires disclosure, the receiving party will give prompt notice where allowed and disclose only what is required. Within 30 days after the Agreement ends, or sooner on written request, Apex will return or delete the Client's Confidential Information, except copies kept in routine backups, which stay protected until deleted in the ordinary course. These duties last three years after the Agreement ends, and for trade secrets as long as they remain trade secrets. Apex will also sign the Client's reasonable non-disclosure agreement on request.

8. Use of AI tools

Apex uses AI tools to help draft, organize and check documents. A person reviews and approves every deliverable before it reaches the Client. Apex uses these tools with settings that keep Client content from being used to train AI models, and treats everything it puts into them as Confidential Information under Section 7. The Client may ask in writing, or in an SOW, that Apex not use AI tools on its materials; that may change the timeline and fee.

9. Sensitive data

The Client will not send protected health information, payment card data, Social Security numbers, Controlled Unclassified Information or classified information unless the SOW expressly provides for it and any agreement the law requires (such as a business associate agreement) has been signed. Where possible, the Client will remove or redact such data before sharing documents.

10. Ownership

When the Client has paid in full for a deliverable, the Client owns it. Apex keeps ownership of its pre-existing templates, checklists, methods and know-how ("Apex Materials") and grants the Client a perpetual, non-exclusive, royalty-free license to use, copy and change any Apex Materials included in the deliverables for the Client's own business. Apex will not use the Client's name, documents or deliverables in marketing or samples without the Client's written permission.

Client materials. The Client keeps ownership of everything it gives Apex and grants Apex a limited license to use those materials only to perform the services. The Client will defend Apex against, and pay the costs of, any third-party claim that materials the Client supplied infringe someone's rights or were shared without permission.

11. Relationship of the parties

Apex is an independent contractor, not an employee, partner or agent of the Client, and is responsible for its own taxes, tools and personnel. This Agreement is non-exclusive: Apex works with other clients, and never shares one client's information with another.

12. Warranty

Apex will perform the services in a professional and workmanlike manner. If a deliverable does not meet this standard and the Client tells Apex in writing within 30 days after delivery, Apex will correct it at no extra charge; that is the Client's remedy for a breach of this warranty. Apex

makes no other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose.

Apex writes deliverables for the Client and does not knowingly copy third-party material into them. If a third party claims that a deliverable, other than material the Client supplied, infringes its rights, Apex will revise or replace the affected part or refund the fee paid for it. That is Apex's entire obligation for such a claim.

13. Limitation of liability

Neither party is liable to the other for indirect, incidental, special, consequential or punitive damages, or for lost profits or data, even if told they were possible. Each party's total liability under this Agreement is limited to the fees the Client paid under the SOW giving rise to the claim during the 12 months before the claim. These limits do not apply to the Client's duty to pay fees, or to a party's gross negligence, willful misconduct or fraud.

14. Term and termination

This Agreement lasts until ended under this section.

- **Monthly services.** The Client may cancel a monthly service at any time by email to Apex. Cancellation takes effect at the end of the service month already paid for, and that month is not refunded. Apex may end a monthly service on 14 days' written notice and will refund any prepaid period after the end date.
- **Projects.** Either party may end a project on 14 days' written notice. The Client pays for work performed through the end date at the SOW's fee, prorated by Apex in good faith based on work completed, and Apex refunds any amount paid beyond that.
- **Breach.** Either party may end this Agreement or any SOW at once by written notice if the other materially breaches it and does not cure the breach within 10 days after written notice.

On termination the Client pays for work performed and approved expenses through the termination date, and Apex delivers the paid-for work in progress. Sections 5 to 10, 12, 13, 15 and 16 survive termination.

15. Notices

Notices must be in writing and are effective when sent by email with no bounce-back, or when delivered by mail or courier: to Apex at hello@apexdocumentationgroup.com and 1500 N Grant St, Ste R, Denver, CO 80203; to the Client at the email and address above. Either party may change its notice details by notice.

16. General

- **Electronic acceptance.** Checking the acceptance box and placing an order on Apex's order page has the same effect as signing this Agreement. The person who does so confirms they have authority to bind the Client.
- **Talk first.** Before filing a lawsuit, other than to collect unpaid fees or to protect Confidential Information, a party will give written notice of the dispute and the parties' contacts will try in good faith to resolve it for 30 days.
- **Governing law and venue.** Colorado law governs this Agreement, without regard to conflict-of-law rules. Any lawsuit will be brought in the state or federal courts located in Denver, Colorado, and both parties consent to those courts.
- **Entire agreement.** This Agreement and its SOWs are the parties' entire agreement on this subject and replace earlier proposals. Changes must be in writing and approved by both parties; email from each party's authorized contact is enough for an SOW or change order.
- **Assignment.** Neither party may assign this Agreement without the other's written consent, except to a successor to all or substantially all of its business that agrees to be bound.
- **Force majeure.** Neither party is liable for delays caused by events beyond its reasonable control, other than payment obligations.
- **Severability and waiver.** If a provision is unenforceable, the rest stays in effect. Not enforcing a provision is not a waiver of it.
- **Signatures.** This Agreement may be signed in counterparts and by electronic signature, each of which counts as an original.

The parties have signed this Agreement as of the dates below.

Lincoln & Main Services LLC
doing business as Apex Documentation Group

Signature

Name: T. Mulcahy
Title: CEO and Founder
Date: _____

Client

_____

Signature

Name: _____
Title: _____
Date: _____

Apex Documentation Group

DOCUMENTATION, GOVERNANCE & COMPLIANCE

Exhibit A: Statement of Work

Attached to the Professional Services Agreement between Lincoln & Main Services LLC d/b/a Apex Documentation Group and the Client

Fill in one SOW for each engagement. The standard terms for each service are in the table, and prices are those in effect on the order date; anything written in this SOW for this engagement controls as described in Section 1.

A1. Standard services

Service	Fee	Timeline	Deliverables	Payment
Documentation Rescue Sprint	$2,400	7 business days	Review of up to 15 documents; rewrite of the 3 highest-priority SOPs or policies; structure recommendations; naming and organization standards; a reusable SOP or policy template; a 30-day improvement plan	In full at checkout online; or 50% deposit, balance on delivery, under a signed SOW
Knowledge Base Cleanup	$3,500 (up to 75 articles) or $5,000 (up to 150 articles)	Stated in the scope confirmation	Content audit (keep, merge, rewrite or retire); rewrites of the highest-traffic and highest-risk articles; taxonomy and navigation; article templates and style guide; ownership and review schedule	In full at checkout online; or 50% deposit, balance on delivery, under a signed SOW
Policy & Governance	$5,000 (up to 12 policies) or $7,500 (up to 25 policies)	Stated in the scope confirmation	Policy library structure and numbering; policy drafting and rewrites to one template; ownership matrix (owner, approver, reviewer); review cadence and change-log process; document-control standards	In full at checkout online; or 50% deposit, balance on delivery, under a signed SOW
Document Control	$750 a month (up to 50 controlled documents) or $1,250 a month (up to 125)	Monthly	Controlled-document register; review-due reminders drafted for each owner; version and change-log upkeep for every approved change; monthly status report	Monthly in advance, cancel any time
Monthly Documentation Partner	$1,500 a month (Standard) or $3,000 a month (Priority)	Ongoing, month to month	Standard: up to 6 new documents or 12 updates a month. Priority: up to 15 new documents or 30 updates a month, with urgent changes within 1 business day. Both: quarterly documentation health check; template and standards upkeep	Monthly in advance, cancel any time

A2. This engagement

Service: ☐ Documentation Rescue Sprint ☐ Knowledge Base Cleanup ☐ Policy & Governance ☐ Document Control ☐ Monthly Documentation Partner ☐ Other (describe below)

Scope and documents covered: _____

Fee: _____

Payment terms (if different from Section 3): _____

Start date and timeline: _____

Materials the Client will provide: _____

Communication: ☐ Written (all communication in writing) ☐ Conference Consult (adds one 60-minute audio kickoff call, $1,000)

AI tools: ☐ Standard (Section 8) ☐ No AI tools on Client materials (timeline and fee may change)

Sensitive data allowed under Section 9 (if any): _____

Client point of contact (name, email): _____

Apex Documentation Group

_____

T. Mulcahy, CEO and Founder · Date

Client

_____

Name, title · Date