

Service Agreement

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SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into as of [EFFECTIVE DATE] (the "Effective Date") by and between:

[PARTY A NAME], a [ENTITY TYPE] organized under the laws of [STATE], with its principal place of business at [PARTY A ADDRESS] ("Provider"), and

[PARTY B NAME], a [ENTITY TYPE] organized under the laws of [STATE], with its principal place of business at [PARTY B ADDRESS] ("Client").

Provider and Client may collectively be referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Provider is engaged in the business of providing [DESCRIBE SERVICES]; and

WHEREAS, Client desires to engage Provider to perform certain services described herein, and Provider agrees to perform such services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions

1.1 "Confidential Information" means any non-public information disclosed by one Party to the other, whether orally, in writing, or by inspection of tangible objects, including trade secrets, business plans, financial information, customer lists, and technical data, marked or identified as confidential or which a reasonable person would understand to be confidential.

1.2 "Deliverables" means the tangible or intangible results of the Services to be delivered to Client as specified in Exhibit A (Scope of Services).

1.3 "Services" means the services to be performed by Provider as described in Exhibit A.

2. Scope of Services

2.1 Provider shall perform the Services and deliver the Deliverables in accordance with the terms of this Agreement and the specifications, schedule, and milestones set forth in Exhibit A.

2.2 Changes to the Scope of Services shall be made only by written change order executed by authorized representatives of both Parties. Any change may include adjustments to compensation, schedule, or other terms as agreed by the Parties.

3. Term and Termination

3.1 Term. This Agreement shall commence on the Effective Date and shall continue for a period of [TERM LENGTH] unless earlier terminated in accordance with this Section 3 (the "Term").

3.2 Termination for Convenience. Either Party may terminate this Agreement for convenience upon [NOTICE PERIOD, E.G., 30] days' prior written notice to the other Party.

3.3 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 [CURE PERIOD, E.G., 15] days after receipt of written notice describing the breach.

3.4 Effect of Termination. Upon expiration or termination of this Agreement, Provider shall cease performance of Services and deliver to Client all Deliverables, work in progress, and any Confidential Information of Client in Provider's possession. Client shall pay Provider for Services performed and expenses incurred up to the effective date of termination in accordance with Section 4.

4. Compensation and Payment

4.1 Fees. Client shall pay Provider the fees set forth in Exhibit B (Fees and Payment Terms) for Services performed.

4.2 Payment Terms. Unless otherwise stated in Exhibit B, Provider shall invoice Client in accordance with the schedule set forth in Exhibit B. Invoices are due and payable within [PAYMENT DAYS, E.G., 30] days of Client's receipt. Late payments shall accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law.

4.3 Taxes. Fees do not include taxes. Client shall pay any sales, use, value-added, or other taxes applicable to the Services, except for taxes based on Provider's net income.

4.4 Expenses. Client shall reimburse Provider for pre-approved, reasonable, and documented out-of-pocket expenses incurred in connection with the performance of Services, subject to any limits set forth in Exhibit B.

5. Independent Contractor

5.1 Provider is an independent contractor. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, employment relationship, or agency relationship between the Parties.

5.2 Provider is solely responsible for all taxes, withholdings, and other statutory, regulatory, or contractual obligations of an independent contractor.

6. Confidentiality

6.1 Non-Disclosure. Each Party agrees to maintain in confidence and not disclose to any third party any Confidential Information of the other Party, except as expressly permitted under this Agreement.

6.2 Permitted Disclosures. A receiving Party may disclose Confidential Information to its employees, contractors, or advisors who have a need to know, provided that such persons are bound by confidentiality obligations at least as protective as those in this Agreement.

6.3 Exclusions. Confidential Information does not include information which: (a) is or becomes generally available to the public through no breach of this Agreement; (b) is rightfully received from a third party without restriction; (c) is independently developed without use of the other Party's Confidential Information; or (d) is required to be disclosed by law or order of a court or governmental agency, provided the disclosing Party gives prompt notice and cooperates with any efforts to obtain a protective order.

6.4 Return or Destruction. Upon termination or expiration of this Agreement, the receiving Party shall, at disclosing Party's option, return or destroy all Confidential Information and certify in writing the return or destruction.

7. Intellectual Property

7.1 Ownership of Background IP. Each Party retains all right, title, and interest in and to its pre-existing intellectual property and any intellectual property developed outside the scope of this Agreement ("Background IP").

7.2 Ownership of Deliverables. Subject to Client's payment of all amounts due under this Agreement, Provider hereby assigns to Client all right, title, and interest in and to the Deliverables created specifically

for Client under this Agreement, except for Provider's Background IP and third-party materials. Where assignment is not possible, Provider grants Client a perpetual, irrevocable, worldwide, royalty-free license to use such Deliverables for Client's business purposes.

7.3 Provider Tools. Notwithstanding the foregoing, Provider shall retain ownership of any general skills, know-how, methodologies, tools, software, and materials used by Provider in the performance of Services ("Provider Tools"). Provider grants Client a non-exclusive, non-transferable, royalty-free license to the extent necessary to use the Deliverables.

7.4 Third-Party Materials. If Deliverables include third-party materials, Provider shall obtain and pay for any necessary licenses for Client's use or shall notify Client of any third-party license requirements.

8. Warranties and Disclaimers

8.1 Mutual Warranties. Each Party represents and warrants that it has the right and authority to enter into this Agreement and to perform its obligations hereunder.

8.2 Provider Warranties. Provider warrants that: (a) the Services will be performed in a professional and workmanlike manner consistent with industry standards; and (b) to the best of Provider's knowledge, the Deliverables will not infringe the intellectual property rights of any third party.

8.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Indemnification

9.1 Provider Indemnity. Provider shall indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) Provider's breach of any representation, warranty, or obligation under this Agreement; or (b) a claim that the Deliverables, as delivered, infringe a third party's intellectual property rights, provided Client gives Provider prompt written notice and sole control of the defense and settlement of the claim.

9.2 Client Indemnity. Client shall indemnify, defend, and hold harmless Provider and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or resulting from Client's breach of this Agreement or Client's negligence or willful misconduct.

10. Limitation of Liability

10.1 Limitation. EXCEPT FOR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR A PARTY'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Cap on Liability. EXCEPT FOR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR A PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CLIENT TO PROVIDER UNDER THIS AGREEMENT DURING THE [12-MONTH] PERIOD PRECEDING THE EVENT GIVING RISE TO LIABILITY.

11. Insurance

11.1 Provider shall maintain, at its expense, insurance coverage appropriate to the Services, including commercial general liability and, if applicable, professional liability/errors and omissions insurance with limits of not less than [INSURANCE LIMITS]. Upon request, Provider shall provide certificates of insurance evidencing such coverage.

12. Compliance with Laws

12.1 Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations in performing its obligations under this Agreement, including, where applicable, employment, tax, export control, and data protection laws.

13. Data Protection

13.1 If Services involve processing of personal data, the Parties shall comply with applicable data protection and privacy laws. The Parties shall enter into a separate data processing agreement if required by law or requested by either Party.

14. Assignment and Subcontracting

14.1 Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, except that either Party may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets, provided the assignee assumes all obligations of the assigning Party.

14.2 Provider may engage subcontractors to perform portions of the Services, provided that Provider remains responsible for their acts and omissions and ensures that subcontractors are bound by confidentiality and IP obligations no less protective than those in this Agreement.

15. Notices

15.1 All notices under this Agreement shall be in writing and delivered to the addresses set forth below (or such other address as a Party may designate by notice):

If to Provider:

[PARTY A NAME]
[PARTY A ADDRESS]
[PARTY A EMAIL]
[PARTY A PHONE]

If to Client:

[PARTY B NAME]
[PARTY B ADDRESS]
[PARTY B EMAIL]
[PARTY B PHONE]

Notices shall be deemed given (a) upon receipt if delivered personally or by courier, (b) three (3) business days after deposit in the U.S. mail, certified or registered mail, return receipt requested, or (c) one (1) business day after delivery to a nationally recognized overnight courier.

16. Amendment

16.1 This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.

17. Force Majeure

17.1 Neither Party shall be liable for any failure or delay in performance under this Agreement due to

causes beyond its reasonable control, including acts of God, war, terrorism, strikes, labor disputes, pandemics, governmental actions, or failures of telecommunications or power. The affected Party shall give prompt notice of any force majeure event and use reasonable efforts to resume performance.

18. Dispute Resolution and Governing Law

18.1 Informal Resolution. The Parties agree to attempt to resolve disputes arising out of or relating to this Agreement through good-faith negotiations between senior representatives.

18.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflicts of law principles.

18.3 Venue. Except as otherwise agreed, the Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY], [STATE] for the resolution of disputes.

19. Severability

19.1 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the Parties shall negotiate in good faith a substitute provision to effect the original intent.

20. Waiver

20.1 No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right unless made in writing and signed by the waiving Party.

21. Entire Agreement

21.1 This Agreement, including all exhibits and any documents incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements.

22. Counterparts

22.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures or facsimile copies of signatures shall be deemed binding.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PROVIDER:

[PARTY A NAME]

By: _____

Name: [AUTHORIZED SIGNATORY NAME]

Title: [TITLE]

Date: [DATE]

CLIENT:

[PARTY B NAME]

By: _____

Name: [AUTHORIZED SIGNATORY NAME]

Title: [TITLE]

Date: [DATE]

EXHIBIT A — SCOPE OF SERVICES

A.1 Description of Services: [DETAILED DESCRIPTION OF SERVICES TO BE PROVIDED]

A.2 Deliverables: [LIST OF DELIVERABLES]

A.3 Schedule and Milestones: [PROJECT TIMELINE, MILESTONES, AND DELIVERY DATES]

A.4 Acceptance Criteria: [CRITERIA FOR ACCEPTANCE OF DELIVERABLES, REVIEW PERIOD, AND CORRECTION PROCESS]

EXHIBIT B — FEES AND PAYMENT TERMS

B.1 Fees: [DETAIL OF FEES, RATES (HOURLY OR FIXED), AND BILLING RATES]

B.2 Invoicing Schedule: [INVOICE FREQUENCY, E.G., MONTHLY, UPON MILESTONE COMPLETION]

B.3 Payment Terms: [PAYMENT TERMS, E.G., NET 30 DAYS; LATE PAYMENT PENALTIES]

B.4 Expense Reimbursement: [EXPENSE POLICY, APPROVAL REQUIREMENTS, EXPENSE LIMITS]
[END OF AGREEMENT]

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