**SERVICE AGREEMENT**

**Effective Date:** [DATE]

**PARTIES**

This Service Agreement (**"Agreement"**) is entered into by and between:

**Service Provider:** [PROVIDER NAME], a [STATE] [ENTITY TYPE], with a principal place of business at [ADDRESS] (**"Provider"**)

and

**Client:** [CLIENT NAME], a [STATE] [ENTITY TYPE], with a principal place of business at [ADDRESS] (**"Client"**)

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

**RECITALS**

**WHEREAS,** Provider is in the business of providing [DESCRIPTION OF SERVICES]; and

**WHEREAS,** Client desires to engage Provider to perform certain services as set forth herein; and

**WHEREAS,** Provider desires to provide such services to Client on the terms and conditions set forth herein.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. SERVICES**

**1.1 Scope of Services.** Provider shall perform the services described in **Exhibit A** attached hereto (the "Services"). Provider shall perform the Services in a professional and workmanlike manner consistent with industry standards.

**1.2 Additional Services.** Any services not specifically described in Exhibit A shall require a separate written agreement or amendment to this Agreement, executed by both Parties.

**1.3 Standard of Care.** Provider shall perform the Services with the degree of skill and care that would reasonably be expected from a qualified professional performing similar services under similar circumstances.

**2. COMPENSATION**

**2.1 Fees.** Client shall pay Provider for the Services according to the fee schedule set forth in **Exhibit B** attached hereto.

**2.2 Payment Terms.** Unless otherwise specified in Exhibit B, payment is due within [30] days of receipt of Provider's invoice. Late payments shall accrue interest at the rate of [1.5%] per month or the maximum rate permitted by law, whichever is less.

**2.3 Expenses.** Client shall reimburse Provider for all reasonable, pre-approved out-of-pocket expenses incurred in connection with the Services upon submission of appropriate documentation.

**2.4 Taxes.** Provider shall be responsible for all federal, state, and local taxes arising from compensation received under this Agreement. Client shall not withhold any taxes from payments to Provider.

**3. TERM AND TERMINATION**

**3.1 Term.** This Agreement shall commence on the Effective Date and shall continue for a period of [12 MONTHS] unless earlier terminated in accordance with this Section 3 (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive [12-MONTH] periods (each a "Renewal Term") unless either Party provides written notice of non-renewal at least [30] days prior to the end of the then-current term.

**3.2 Termination for Convenience.** Either Party may terminate this Agreement at any time upon [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: (a) materially breaches this Agreement and fails to cure such breach within [15] days after receiving written notice thereof; (b) becomes insolvent or files for bankruptcy; or (c) ceases to conduct business in the normal course.

**3.4 Effect of Termination.** Upon termination: (a) Client shall pay Provider for all Services performed and expenses incurred through the date of termination; (b) each Party shall return or destroy all Confidential Information of the other Party; and (c) the provisions of Sections 4, 5, 6, 7, 8, and 10 shall survive termination.

**4. INTELLECTUAL PROPERTY**

**4.1 Work Product.** All deliverables, materials, and other work product created by Provider specifically for Client in the course of performing the Services ("Work Product") shall be the sole and exclusive property of Client upon full payment therefor. Provider hereby assigns to Client all right, title, and interest in and to the Work Product, including all intellectual property rights therein.

**4.2 Provider Materials.** Provider retains all right, title, and interest in and to any pre-existing materials, tools, methodologies, know-how, and other intellectual property owned or developed by Provider prior to or independent of this Agreement ("Provider Materials"). To the extent any Provider Materials are incorporated into the Work Product, Provider grants Client a non-exclusive, perpetual, royalty-free license to use such Provider Materials solely as part of the Work Product.

**4.3 Client Materials.** Client retains all ownership rights in any materials, data, or information provided by Client to Provider ("Client Materials"). Client grants Provider a limited, non-exclusive license to use Client Materials solely for the purpose of performing the Services.

**5. CONFIDENTIALITY**

**5.1 Definition.** "Confidential Information" means any non-public information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure.

**5.2 Obligations.** The Receiving Party shall: (a) maintain the confidentiality of the Disclosing Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care; (b) not disclose such Confidential Information to any third party except as expressly permitted herein; and (c) use such Confidential Information only for the purpose of performing its obligations or exercising its rights under this Agreement.

**5.3 Exceptions.** Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully in the Receiving Party's possession prior to disclosure; (c) is rightfully obtained by the Receiving Party from a third party without restriction; or (d) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

**5.4 Duration.** The confidentiality obligations set forth herein shall survive termination of this Agreement for a period of [3] years.

**6. REPRESENTATIONS AND WARRANTIES**

**6.1 Mutual Representations.** Each Party represents and warrants that: (a) it has the full right, power, and authority to enter into and perform this Agreement; (b) the execution and performance of this Agreement does not conflict with any other agreement to which it is a party; and (c) it will comply with all applicable laws in connection with this Agreement.

**6.2 Provider Representations.** Provider represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner; (b) the Work Product will not infringe upon or misappropriate any third party's intellectual property rights; and (c) Provider has all necessary skills, experience, and qualifications to perform the Services.

**6.3 Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7. LIMITATION OF LIABILITY**

**7.1 Exclusion of Consequential Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7.2 Cap on Liability.** EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO PROVIDER DURING THE [12] MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

**8. INDEMNIFICATION**

**8.1 Provider Indemnification.** Provider shall indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Provider's breach of this Agreement; (b) Provider's gross negligence or willful misconduct; or (c) any claim that the Work Product infringes any third party's intellectual property rights.

**8.2 Client Indemnification.** Client shall indemnify, defend, and hold harmless Provider and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Client's breach of this Agreement; (b) Client's gross negligence or willful misconduct; or (c) Client Materials.

**9. INDEPENDENT CONTRACTOR**

Provider is an independent contractor, and nothing in this Agreement shall be construed to create an employment, agency, joint venture, or partnership relationship between the Parties. Provider shall be solely responsible for the manner and means by which the Services are performed. Provider shall not be entitled to any employee benefits from Client, including health insurance, retirement benefits, or workers' compensation coverage.

**10. GENERAL PROVISIONS**

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

**10.2 Dispute Resolution.** Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted in [CITY, STATE]. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

**10.3 Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

**10.4 Amendments.** This Agreement may only be amended or modified by a written instrument signed by both Parties.

**10.5 Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. The failure of either Party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

**10.6 Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, such provision shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect.

**10.7 Assignment.** 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 to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

**10.8 Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by confirmed email, or three days after being sent by certified mail, return receipt requested, to the addresses set forth above or to such other address as either Party may designate in writing.

**10.9 Force Majeure.** Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement due to circumstances beyond its reasonable control, including acts of God, natural disasters, war, terrorism, riots, embargoes, government actions, or failures of communications networks.

**10.10 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

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

**SERVICE PROVIDER:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CLIENT:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**SCOPE OF SERVICES**

*[Describe the specific services to be provided, including deliverables, milestones, and any specifications.]*

**EXHIBIT B**

**FEE SCHEDULE**

*[Specify fees, payment schedule, and any other compensation terms.]*