

SERVICE AGREEMENT

For an ongoing business-to-business service relationship

Contract No.: _____

This Service Agreement (the "Agreement") is made on ____ day of _____, 20____ (the "Effective Date"), by and between:

SERVICE PROVIDER

Legal Name	
Address	
Tax ID / Reg. No.	
Authorized Representative	
Email	
Telephone	

CLIENT

Legal Name	
Address	
Tax ID / Reg. No.	
Authorized Representative	
Email	
Telephone	

1. Scope of Services

Provider shall perform the services described in Schedule A (the "Services"), which is incorporated by reference. Any changes to scope shall be agreed in writing through a signed change order.

2. Term and Renewal

This Agreement begins on _____ and continues for an initial term of ____ (____) months. It shall automatically renew for successive ____ -month terms unless either Party gives written notice of non-renewal at least ____ (____) days before the end of the then-current term.

3. Fees and Payment

3.1 Fees are set forth in Schedule B and are payable monthly/quarterly in advance/arrears.

3.2 Invoices are due within ____ (__) days of issuance. Late amounts accrue interest at ____% per month or the maximum rate permitted by law, whichever is less.

3.3 Fees may be adjusted annually upon ____ (__) days' written notice.

4. Service Levels

Provider shall use commercially reasonable efforts to meet the service levels set forth in Schedule C, if any. Failure to meet service levels may entitle Client to service credits as specified in Schedule C.

5. Warranties

Provider warrants that the Services will be performed in a professional and workmanlike manner by qualified personnel and in accordance with industry standards. EXCEPT AS EXPRESSLY STATED, ALL OTHER WARRANTIES ARE DISCLAIMED.

6. Limitation of Liability

Except for breach of confidentiality, indemnification obligations, or willful misconduct, neither Party's total liability shall exceed the fees paid by Client in the ____ (__) months preceding the claim. In no event shall either Party be liable for indirect, incidental, or consequential damages.

7. Confidentiality

Each Party shall protect the other Party's Confidential Information using at least the same degree of care it applies to its own confidential information, and shall use it only for the purposes of this Agreement.

8. Termination

Either Party may terminate for material breach not cured within ____ (__) days of written notice, or immediately upon the other Party's insolvency. Upon termination, Client shall pay all amounts accrued through the termination date.

9. Miscellaneous

This Agreement is governed by the laws of _____ and constitutes the entire agreement between the Parties on its subject. Amendments must be in writing and signed by both Parties.

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

SERVICE PROVIDER		CLIENT
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<hr/> <p>Signature</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>		<hr/> <p>Signature</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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— END OF AGREEMENT —

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