

SERVICES AGREEMENT

This Contract for Services Agreement (the “*Agreement*”) is made and entered into as of {{Start date}} (the “*Effective Date*”), by and between {{Client name}}, a corporation with its principal place of business at {{Address}} (the “*Client*”), and {{Provider name}}, a corporation with its principal place of business at {{Provider address}} (the “*Service Provider*”).

Scope of Services

The Service Provider shall provide the following services to the CLIENT (the “*Services*”):

1. Requirements Gathering.
 - 1.1. Initial Consultation.
 - 1.1.1. Meet with the client to discuss project needs.
 - 1.1.2. Document key requirements and objectives.
 - 1.2. Feasibility Analysis.
 - 1.3. Requirements Specification.
2. Development.
 - 2.1. System Design.
 - 2.2. Coding and Implementation.
 - 2.2.1. Conduct regular code reviews and refactor as needed.
 - 2.3. Testing and Quality Assurance.
3. Deployment and Support.
 - 3.1. Deployment Preparation.
 - 3.1.1. Set up the production environment.
 - 3.1.2. Create deployment scripts and configuration files.

Term

This Agreement shall commence on the Effective Date and shall continue until {{End date}}, unless earlier terminated as provided herein (the “*Term*”).

Compensation

In consideration of the Services to be provided by the Service Provider, the Client shall pay the Service Provider the fees set forth in [Exhibit A](#) attached hereto and incorporated herein by reference (the “*Fees*”).

The Client shall pay the Fees within {{Fee payment timeframe}} days of receipt of an invoice from the Service Provider.

If any Fees are not paid when due, the Service Provider may suspend or terminate the Services.

Late Fees

If any payment is noggfddfgdft received by the Service Provider within {{Fee payment extended timeframe}} days of its due date, the Client shall pay a late fee equal to {{Late fee total percentage}} of the unpaid amount. The following table sets forth the specific late fee percentages that will apply based on the number of days the payment is past due:

| Days Past Due | Late Fee Percentage |
|---------------|--------------------------------------|
| 1-30 days | {{1-30 days late fee percentage}} |
| 31-60 days | {{31-60 days late fee percentage}} |
| 61-90 days | {{61-90 days late fee percentage}} |
| Over 90 days | {{Over 90 days late fee percentage}} |

The Client agrees that the late fees set forth in this table are reasonable and necessary to compensate the Service Provider for the costs and expenses it will incur as a result of any late payments. The Service Provider reserves the right to waive or reduce any late fees in its sole discretion.

Termination

This Agreement may be terminated:

- a. By either party upon {{Termination notice days}} days’ written notice to the other party;
- b. By the Client upon the occurrence of a material breach by the Service Provider of this Agreement that is not cured within {{Client breach fix deadline (days)}} days after written notice thereof is given to the Service Provider; or
- c. By the Service Provider upon the occurrence of a material breach by the Client of this Agreement that is not cured within {{Provider breach fix deadline (days)}} days after written notice thereof is given to the Client.

Effect of Termination

Upon termination of this Agreement for any reason, the Service Provider shall immediately cease providing the Services, and the Client shall pay the Service Provider for all Services performed prior to the effective date of termination.

Confidentiality

The Service Provider agrees to keep confidential all information and materials disclosed by the Client to the Service Provider in connection with the Services (the “*Confidential Information*”).

The Service Provider shall not use the Confidential Information for any purpose other than to perform the Services.

The Service Provider shall take reasonable measures to protect the confidentiality of the Confidential Information.

Exceptions

The obligations of confidentiality set forth in this Agreement shall not apply to any Confidential Information that:

- a. is already known to the Service Provider prior to its disclosure by the Client;
- b. is or becomes publicly known through no fault of the Service Provider; or
- c. is obtained by the Service Provider from a third party without a breach of any obligation of confidentiality.

Representations and Warranties

The Service Provider represents and warrants that it has the necessary expertise, qualifications, and experience to perform the Services.

The Client represents and warrants that it has the legal right to engage the Service Provider to perform the Services.

Disclaimer of Other Warranties

Except for the express warranties set forth in this Agreement, the Service Provider makes no other warranties, express or implied, with respect to the Services, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.