

# Standard Service Agreement

Date: July 7, 2025

Parties:

Service Provider: [Provider Company Name/Placeholder] ("Provider")

Client: [Client Company Name/Placeholder] ("Client")

Preamble:

This Agreement outlines the terms and conditions under which the Provider will deliver services to the Client.

## 1. Scope of Services:

The Provider agrees to perform the services detailed in Schedule A, attached hereto and incorporated by reference. Any changes to the scope of services must be agreed upon in writing by both parties.

## 2. Term and Renewal:

This Agreement shall commence on the Effective Date and continue for an initial term of twelve (12) months. Unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term, this Agreement shall automatically renew for successive one-year terms.

## 3. Fees and Payment:

Client agrees to pay Provider the fees specified in Schedule B. Invoices are due net thirty (30) days from the invoice date. Late payments may incur a service charge of 1.5% per month.

## 4. Confidentiality:

Both parties agree to keep confidential any proprietary or sensitive information disclosed during the term of this Agreement.

## 5. Limitation of Liability:

Provider's total liability for any claims arising out of or relating to this Agreement, whether in contract, tort, or otherwise, shall not exceed the total fees paid by Client to Provider in the six (6) months preceding the event giving rise to the claim. Provider shall not be liable for any indirect, incidental, or consequential damages.

## 6. Intellectual Property:

Any intellectual property developed by the Provider during the course of providing services under this Agreement shall remain the sole property of the Provider, unless otherwise explicitly agreed upon in writing. Client is granted a non-exclusive, non-transferable license to use such intellectual property solely for the purpose of utilizing the services provided.

7. Dispute Resolution:

Any dispute or claim arising out of or relating to this Agreement shall be submitted to non-binding mediation in [ City, State ], conducted by a mutually agreed-upon mediator. If mediation does not resolve the dispute within thirty (30) days, either party may pursue any remedies available at law or in equity.

8. Termination:

Either party may terminate this Agreement with ninety (90) days written notice. In the event of termination by the Client without cause, Client shall pay for all services rendered up to the termination date, plus any reasonable wind-down costs.

Signatures:

Service Provider: \_\_\_\_\_

[ Provider Representative Name ]

[ Title ]

Client: \_\_\_\_\_

[ Client Representative Name ]

[ Title ]